Velvetel Master Services Agreement

The general premise of our contract, and our services, is that you agree to pay for what you use. Without limiting or restricting the terms and conditions below, the following general principles apply to your use of our services:

- You agree to this general set of terms and conditions. If you would like any changes to this MSA, please contact us to negotiate any such changes through our Service Sales Order process; any changes to this MSA must be in a separately executed Service Sales Order. If we enter into a Service Sales Order that changes any of these terms, then the specific terms of the Service Sales Order will supersede any contrary terms in this MSA, and the rest of the MSA will continue to apply.
- You agree to pay Velvetech, LLC the published fees for the Services, including any Support Service Plans or Apps, you use or subscribe to, which are listed on https://www.velvetech.com/legal-velvetel and in the Velvetel App Exchange, or, if applicable, in your separately executed Service Sales Order.
- You can activate and de-activate additional apps and services via the web portal, platform APIs, via support calls, or via support tickets. In doing so, you agree to the terms and conditions for each app, and any additional costs for using that app, as listed in the terms and conditions of the individual App (unless a different price is specified in a Service Sales Order).
- Payment is due immediately upon activating an App or Service. All software, services and licensing are provided on a pre-paid basis unless we explicitly state or agree otherwise (such as certain usage-based charges, for which we may require a deposit to be held on account).
- No refunds for unused services are given under any circumstances.
- Activating an App or utilizing a Service does not entitle you to support, warranty or any other rights for that or any other App or Service. Support Service is sold separately.

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General Terms

This Velvetel Customer Agreement (this "Agreement") contains the terms and conditions that govern your access to and use of the Services (as defined below) and is an agreement between Velvetech, LLC. ("Velvetech," "we," "us," or "our") and you or the entity you represent ("Customer", "you", or "your"). This Agreement takes effect when you execute a Service Sales Order or click an "I Accept" button or check box presented with these terms or, if earlier, when you use any of the Services (the "Effective Date"). You represent to us that you are lawfully able to enter into contracts. If you are entering into this Agreement for an entity, such as the company you work for, you represent to us that you have legal authority to bind that entity. Capitalized terms are defined in the body of this Agreement.

1. Use of the Services.

1.1 Generally.
You may access and use the Services ("Velvetel", or "Velvetel Services") in accordance with this Agreement. You will comply with the terms of this Agreement and all laws, rules and regulations applicable to your use of the Services. It is your responsibility to make sure your use of the Services is legal where and how you use them. You understand and agree that we may block, suspend or limit access to certain Services or Apps in certain countries where we reasonably believe that such Service(s) or App(s) are not lawfully used in such countries.

1.2 Your Account.
To access the Services, you must have a Velvetel account associated with a valid email address and a valid form of payment, if the account is assigned "pre-pay" status. Unless explicitly permitted by the Service Terms, you will only create one account per email address. As noted below, only Velvetel-certified personnel may access and use any Velvetel Support services that you have subscribed to.

1.3 Third-Party Content and Services.
You may use Third-Party Content at your election. Third-Party Content is governed by this Agreement and, if applicable, separate terms and conditions accompanying such Third-Party Content, which terms and conditions may include separate or additional terms, fees and charges. Velvetech is not responsible or liable for any Third-Party Content that you use or introduce in connection with your use of the Velvetel Services.

2. Changes.

2.1 To the Services.

Your service is subject to our business policies, practices, and procedures, which we can change without notice. Unless we agree to maintain a given Service for a fixed term in a separately executed Service Sales Order, we may change or discontinue any or all of the Services or change or remove functionality of any or all of the Services from time to time. We will use commercially reasonable efforts to notify you 30 days in advance of any material change to or discontinuation of the Services. If we discontinue a Service in its entirety, then we will provide you with a pro rata refund for any unused fees for that Service that you may have prepaid.

2.2 To the Software Feature set and APIs.

Unless we agree to maintain a given Software feature or API for the Services for a fixed term in a separately executed Service Sales Order, we may change or discontinue any Software feature or APIs for the Services from time to time. For any discontinuation of or material change to a software feature or an API for a Service, we will use commercially reasonable efforts to continue supporting the previous version of such software feature or API for one formal version release after the change or discontinuation, unless doing so (a) would pose a security or intellectual property issue, (b) is economically or technically burdensome, or (c) would cause us to violate the law or requests of governmental entities.

2.3 To the Service Level Agreements.

Unless we agree to different Service Level Agreement in a separately executed Service Sales Order, we may change, discontinue or add Service Level Agreements from time to time in accordance with Section 12.

2.4 To Service Pricing and Terms of this Agreement.

UNLESS YOU AND WE AGREE TO MODIFY HOW AND WHEN THIS AGREEMENT CAN BE CHANGED IN A SEPARATELY EXECUTED SERVICE ORDER SIGNED BY BOTH PARTIES, WE CAN ALSO CHANGE PRICES AND ANY OTHER TERMS IN THIS AGREEMENT AT ANY TIME BY GIVING YOU WRITTEN NOTICE BEFORE THE BILLING PERIOD IN WHICH THE CHANGES WOULD GO INTO EFFECT. IF YOU CHOOSE TO USE YOUR SERVICE AFTER THAT POINT, YOU ARE ACCEPTING THE CHANGES. IF THE CHANGES HAVE A MATERIAL ADVERSE EFFECT ON YOU, HOWEVER, YOU CAN END THE AFFECTED SERVICE, WITHOUT ANY EARLY TERMINATION FEE, BY NOTIFYING US IN WRITING WITHIN 30 DAYS AFTER THE FIRST BILL WHEN THE CHANGES GO INTO EFFECT.

3 Security and Data Privacy.

3.1 Velvetel Security.

Without limiting Section 10 or your obligations under Section 4.2, we will implement commercially reasonable measures designed to help secure Your Data that we possess or control against accidental or unlawful loss, access, or disclosure.

3.2 Data Privacy.

We will not access or use Your Data except as necessary to maintain or provide the Services, or as necessary to comply with the law or a binding order of a governmental body. We will not disclose Your Data to any government or third party except as necessary to comply with the law or a request or

binding order of a governmental body. Unless it would violate the law or a binding order of a governmental body, we will give you notice of any legal requirement or order referred to in this Section 3.2. We will only use your Account Information in accordance with the Privacy Policy, and you consent to such usage. The Privacy Policy does not apply to Your Data.

3.3 Service Metrics.

To provide billing and administration services, we may process Service Metrics in the Velvetel region(s) where you use the Service Offerings and the Velvetel regions in the United States. To provide you with support services initiated by you and investigate fraud, abuse or violations of this Agreement, we may process Service Metrics where we maintain our support and investigation personnel.

4 Your Responsibilities.

4.1 Your Accounts.

Except to the extent caused by our breach of this Agreement, (a) you are responsible for all activities that occur under your account, regardless of whether the activities are authorized by you or undertaken by you, your employees or a third party (including your contractors, agents or End Users), and (b) we are not responsible for unauthorized access to your account.

4.2 Your Data.

You will ensure that Your Data and you and your End Users' use of Your Data or the Service Offerings will not violate any of the Policies or any applicable law. You are solely responsible for the development, content, operation, maintenance, security, backup, and use of Your Data.

4.3 Your Security and Backup.

You are solely responsible for properly installing, configuring and using the Services and otherwise taking appropriate action to secure (including firewall security), protect, and backup your accounts, Data, facilities, systems, equipment, proxy servers, software, networks, network configurations and the like in a manner that will provide appropriate security and protection, which might include use of encryption to protect Your Data from unauthorized access and routinely archiving Your Data.

4.4 Log-In Credentials and Account Keys.

Velvetel log-in credentials and private keys generated by the Services are for your internal use only and you agree to not sell, transfer or sublicense them to any other entity or person, except that you may disclose your private key to your agents and subcontractors performing work on your behalf in connection with your use of the Services.

4.5 End Users.

You will be deemed to have taken any action that you permit, assist or facilitate any person or entity to take related to this Agreement, Your Data, or use of the Services. You are responsible for End Users' use of Your Data and the Services. You will ensure that all End Users comply with your obligations under this Agreement and that the terms of your agreement with each End User are consistent with this Agreement. If you become aware of any violation of your obligations under this Agreement caused by an End User, you will immediately suspend access to Your Data and the Services by such End User. We do not provide any support or services to End Users unless we have a separate agreement with you or an End User obligating us to provide such support or services.

4.6 Your and Your End Users' Connections to the Services

You are solely responsible for the configuration, operation, performance and security of all equipment, computing resources, devices, internet services and other facilities that you and your End Users use to access and use the Services.

5 Fees and Payment.

5.1 Service Fees.

Customer agrees to provide Velvetech with a valid email address, billing address, and a valid payment method when initiating Service. Customer shall advise Velvetech immediately if Customer's authorized contact email addresses change and/or if the payment method changes or expires. Failure to comply may result in the immediate suspension or termination of Services. If Customer opts-in for automatic payments, Customer authorizes Velvetech to: (a) automatically bill the credit card Customer provided on the same day of each month; or (b) automatically debit (charge) Customer's checking account electronically via ACH on the same day of each month. "ACH" shall mean the automated clearing house, which is the nationwide network of banking institutions that process electronic payments automatically between bank accounts. Customer agrees that Velvetech may receive updated information about Customer's account from the financial institution issuing Customer's credit card.

Velvetech calculates and bills fees and charges annually. Fixed and recurring charges are billed on a pre-paid and post-paid basis, detailed on each Service Sales Order. Usage-sensitive and non-recurring charges are billed in arrears. Unless you and we agree to alternate pricing in a separately executed Service Sales Order signed by both parties, you agree to pay the published rate(s) for the Services you use. Current rates are available at www.velvetech.com or in the Velvetel App Exchange, as applicable. We may bill you more frequently for fees accrued if we suspect that your account is fraudulent or at risk of non-payment. You will pay us the applicable fees and charges for use of the Services as described on the Velvetech Site. All amounts payable by you under this Agreement will be paid to us without setoff or counterclaim, and without any deduction or withholding. Fees and charges for any new Service or new feature of a Service will be effective when we post updated fees and charges on the Velvetech Site, unless we expressly state otherwise in a notice. We may increase or add new fees and charges for any existing Services you are using by giving you at least 30 days' prior notice to your email address associated with your account. You agree to pay us interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) on all late payments.

Velvetech reserves the right, in its sole discretion, to require Customer to maintain a non-interest-bearing deposit, to be held on account, in an amount determined in Velvetech discretion based on customer's actual or anticipated billings to include usage charges. A deposit may be required before the next billing date to continue the Services (e.g., with instances of high calling or other usage). The deposit will be adjusted as Services and usage levels increase or decline and will be refunded, less any past due balance or other amounts due by Customer, at the end of the Service Term. In addition, in the event that Customer's use of the Services involves usage-based charges that in Velvetech opinion are substantial, Velvetech may, in its sole discretion, process charges against Customer's payment method before Customer's regular monthly billing cycle date and/or require a non-interest-bearing deposit to secure Customer's payment obligations under this Agreement. All deposits must be paid promptly on demand and will be held on account during the term of this Agreement. Customer authorizes Velvetech to offset any amounts due to Velvetech against the deposit.

5.2 Taxes.

Each party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that party upon or with respect to the Services, transactions and payments under this Agreement. All fees payable by you are exclusive of Indirect Taxes. We may charge and you will pay applicable Indirect Taxes that we are legally obligated or authorized to collect from you. You will provide such information to us as reasonably required to determine whether we are obligated to collect Indirect Taxes from you. We will not collect, and you will not pay, any Indirect Tax for which you furnish us a properly completed exemption certificate or a direct payment permit certificate for which we may claim an available exemption from such Indirect Tax. All payments made by you to us under this Agreement will be made free and clear of any deduction or withholding, as may be required by law. If any such deduction or withholding (including but not limited to cross-border withholding taxes) is required on any payment, you will pay such additional amounts as are necessary so that the net amount received by us is equal to the amount then due and payable under this Agreement.

5.3 Fraudulent Usage.

You agree to bear the risk of loss and assume all liability arising from prohibited, unauthorized or fraudulent usage of Services under your Velvetel account. Any such prohibited, unauthorized or fraudulent use is a material breach of the Agreement by Customer. You are responsible for securing all credentials used to access the Services, including credentials used by telephones or softphones and credentials used by end users or administrators, as well as the media access control (MAC) address of telephones used by you or your End Users. You acknowledge that placing telephones on a publicly accessible IP address or a publicly accessible network will subject you and your End Users to a higher level of risk for fraudulent activity. Customer shall not be excused from paying for Services or any portion thereof on the basis that fraudulent usage or calls occurred. If we discover fraudulent usage, you consent to Velvetech taking actions it deems reasonably necessary (including blocking access to particular calling numbers or geographic areas), without notice to you, to prevent such usage from taking place. Customer acknowledges and agrees that Velvetech: (a) has no duty to investigate the authenticity of usage charged to Customer's account, (b) has no duty to take action to prevent fraudulent usage from occurring in connection with your account, and (c) is not liable for any fraudulent usage billed to Customer's account.

5.4 Disputed Charges and Chargebacks.

If Customer reasonably disputes an invoice, Customer must pay the undisputed amount and submit written notice of the disputed amount (with details of the nature of the dispute and the Services and invoice(s) disputed) via email to billing@velvetech.com, with "Disputed Charges" in the subject line, on or before the due date. After we receive your notice of dispute, we will undertake an investigation of the dispute, so long as you have not waived your rights pursuant to this paragraph to make the dispute. At the conclusion of the investigation, we will notify you of any amount that we determine was correctly charged and that amount will become immediately due and payable together with interest from the date originally due. If the dispute notice is not sent by the Dispute Due Date, Customer waives all rights to dispute the applicable charges, unless otherwise provided by law. If Customer does not deliver full payment for all undisputed billed charges by the due date, Velvetech may restrict, suspend or terminate use of the Services. Customer shall also reimburse Velvetech for all reasonable attorneys' fees and other costs that Velvetech incurs in collecting delinquent payments or otherwise relating to Customer's non-payment breach of this Agreement. If we restrict, suspend or terminate Customer's Services, we may, at our sole option, choose to restore Customer's Services before payment of all

charges due. Such restoration shall not be construed as a waiver of Velvetech's right to (i) receive full payment for all charges due or (ii) again restrict, suspend or terminate the Services at any time for non-payment of any unpaid charges. The failure of Velvetech to restrict, suspend or terminate the Services for non-payment of any charges shall not operate as a waiver or estoppel to restrict, suspend or terminate Services of such account for non-payment of current or future charges.

If we have attempted to charge your registered payment method for a charge that we deem is authorized and valid under this Agreement, and the credit/debit card company withholds such payment because the charge has been disputed (a "Chargeback"), we reserve the right to suspend your access to our Service for up to 30 days until the Chargeback is reversed. If the Chargeback is not resolved and reversed, your account will be deactivated at the end of the 30-day period and we will assess you a termination charge equal to the prorated balance of your account, which is not refundable. If your account is reactivated, you may be charged a fee for each Chargeback.

6 Temporary Suspension.

6.1 Generally.

We may suspend your or any End User's right to access or use any portion or all of the Services immediately upon notice to you if we determine:

> 6.1.1 your or an End User's use of the Service Offerings (i) poses a security risk to the Services or any third party, (ii) could adversely impact our systems, the Services, or the systems or Data of any other Velvetech customer, (iii) could subject us, our affiliates, or any third party to liability, or (iv) could be fraudulent;

6.1.2   you are, or any End User is, in breach of this Agreement;

6.1.3   you are in breach of your payment obligations under Section 5; or

> 6.1.4 you have ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of your assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding.

6.2 Effect of Suspension.

If we suspend your right to access or use any portion or all of the Service Offerings:

> 6.2.1 you remain responsible for all fees and charges you incur during the period of suspension; and

> 6.2.2 you will not be entitled to any service credits under the Service Level Agreements for any period of suspension.

7 Term; Termination.

7.1 Term.

The term of this Agreement will commence on the Effective Date and will remain in effect until terminated under this Section 7. Support plans and certain Apps, as identified in the terms and conditions applicable to those annual-term Apps, have an initial term of one year, and automatically renew for subsequent one-year renewal terms until they are terminated in accordance with this Agreement. All other Services offered by Velvetech have initial terms of one year, and automatically

renew for subsequent one-year renewal terms until they are terminated in accordance with this Agreement. Any changes to these default terms must be reflected in a Service Sales Order signed by both parties. Any notice of termination of this Agreement by either party to the other must include a Termination Date that complies with the notice periods in Section 7.2.

7.2 Termination.

7.2.1 Termination for Convenience. Following the applicable initial Term of any Service, you may terminate your subscription to that particular Service, for any reason, by providing us written notice at least 30 days before the expiration of that applicable Term(s). We may terminate this Agreement for any reason by providing you at least 30 days' prior written notice.

7.2.2   Termination for Cause.

7.2.2.1 By Either Party. Either party may terminate this Agreement for cause if the other party is in material breach of this Agreement and the material breach remains uncured for a period of 30 days from receipt of notice by the other party. No later than the Termination Date, you will close your account.

7.2.2.2 By Us. We may also terminate this Agreement immediately upon notice to you (A) for cause if we have the right to suspend under Section 6, (B) if our relationship with a third-party partner who provides software or other technology we use to provide the Services expires, terminates or requires us to change the way we provide the software or other technology as part of the Services, or (C) in order to comply with the law or requests of governmental entities.

7.3 Effect of Termination.

7.3.1 Generally. Upon the Termination Date:

7.3.1.1   except as provided in Section 7.3(b), all your rights under this Agreement immediately terminate;

7.3.1.2 you remain responsible for all fees and charges you have incurred through the Termination Date, including any charges associated with an early termination of any Service for which you had agreed to a longer term ("early termination fees"), and are responsible for any fees and charges you incur during the post-termination period described in Section 7.3(b);

7.3.1.3   you will immediately return or, if instructed by us, destroy all Velvetech Content in your possession; and

7.3.1.4   Sections 4.1, 5, 7.3, 8 (except the license granted to you in Section 8.3), 9, 10, 11, 13 and 14 will continue to apply in accordance with their terms.

7.3.2 Post-Termination. Unless we terminate your use of the Services pursuant to Section 7.2(b), during the 30 days following the Termination Date:

7.3.2.1   we will not take action to remove from the Velvetech systems any of Your Data as a result of the termination; and

7.3.2.2   we will allow you to retrieve Your Data from the Services only if you have

paid all amounts due under this Agreement.

7.3.2.3   For any use of the Services after the Termination Date, the terms of this Agreement will apply and you will pay the applicable fees.

SERVICE TERMS

The following sections generally describe particular Services offered under this Agreement, which, as noted in Section 2 of the General Terms above, Velvetech may change from time to time, along with various terms and conditions that apply to your use of those particular Services, unless we both agree to any changes to these terms and conditions in a separately executed Service Sales Order. The Service descriptions are meant to distinguish the various Services offered under this Agreement, and, unless we explicitly state otherwise, are not a warranty or service level commitment of any kind.

8 Velvetel Platform Software.

8.1 Overview.

The "Velvetel Platform" is a multi-tenant software product to facilitate the provision of communications and related services to end users. The Velvetel Platform consists of two general categories of software:

8.2 Velvetel Core.

The foundation of the Velvetel Platform is Velvetel Core, a base set of functionality that provides a framework for distributed, multi-tenant communications services. It also enables low-level support for other add-on Velvetel Apps, which extend the system's functionality further.

8.2.1 Velvetel Core Functionality.

While the Service is subject to change, Velvetel Core typically includes the following features or functions:

- Low-level Libraries
  - API access
  - Authentication
  - Cache management
  - Config management
  - Database access
  - Database management (compaction)
  - Event management
  - Message bus access

- ○ Payload parsing and manipulation (including JSON)
- Base Support Libraries (these provide a base, but require apps to utilize)
    - ○ Attachment Processing
    - ○ CDR Processing
    - ○ CSV processing
    - ○ Endpoint Processing
    - ○ IP Address Processing
    - ○ Media File Processing
    - ○ Performance Monitoring
    - ○ Phone Number Processing
    - ○ SIP Processing
    - ○ Statistics Tracking
    - ○ Template processing
    - ○ Transaction or Ledger processing
    - ○ Transcription or Speech processing
    - ○ Task Management
- Misc. Concepts or Functions
    - ○ App tracking
    - ○ Channel tracking
    - ○ Status commands
    - ○ System config access (sysconf)
    - ○ System utility program (sup)

Velvetel Core provides no usable APIs or calling functionality for providing services to end users or administrators. To utilize the Velvetel Platform, the Velvetel Core software layer must be combined with one or more Velvetel Apps.

8.3 Velvetel Applications ("Velvetel App(s)").
The Velvetel Platform allows you to use certain applications (Velvetel Apps) made available in the "Velvetel App Exchange" with Velvetel Core that provide additional or alternative functionality to the Velvetel Core system.

For example, certain applications may add the ability to configure SIP devices, modify caller ID functionality, or offer video services.

Velvetel Apps are configured and managed either via command-line commands or API. They are provided and licensed in three different forms:

- Open-Source (offered by Velvetech or third parties, subject to the license terms of each particular App);

- Velvetech Closed Source (these Apps are proprietary to Velvetech and licensed, not sold, to you under the terms of each App);

- Third-Party (these Apps are made available on the Velvetel App Exchange by third parties and are subject to the applicable terms and conditions of each third-party App; you understand and agree that Velvetech is not responsible or liable for any third-party materials, content, services or software that you may use in connection with the Services).

Your use of each Velvetel App is subject to and governed by that particular App's terms and conditions, which you agree to abide by when you subscribe to or use each such App. If there is a conflict between the terms and conditions of an applicable App and any term of this Agreement, the terms and conditions of the App apply, but only to the extent of such conflict. If multiple license types are available for a particular Velvetel App, the terms and conditions, including license terms, recited in any signed Service Sales Order will prevail. Enabling, using or subscribing to a Velvetel App in the Velvetel App Exchange indicates your acceptance of and agreement to abide by the terms and conditions of a particular "Velvetel App," including any applicable license, price, and payment terms.

9 Velvetel Graphical User Interface Software.

9.1 Overview.

"Velvetel UI" is Velvetel's user interface, providing a graphical user interface for managing and utilizing the Velvetel Platform. The Velvetel UI primarily focuses on:

- Facilitating the configuration of certain services via a web browser;

- Facilitating your monitoring and management of active calls on your Velvetel-related system via a graphical interface; and

- Providing certain graphical representations of, and interaction with, backend services via exposed Velvetel Platform APIs and WebSockets event streams.

Like the Velvetel Platform, Velvetel UI consists of a core set of software plus optional Apps. Some Velvetel UI Apps have back-end Velvetel Platform-dependencies that are required for the App to function as intended. Velvetel UI therefore consists of two parts:

- "Velvetel UI Core" - An optional web interface that provides a graphical interface for users and administrators to control the system.

- "Velvetel UI Apps" - Optional add-ons to the Velvetel UI interface that provide additional or alternative functionality to facilitate administrators' and users' use of other features or to provide integrations with certain other services through a single interface.

9.2 Velvetel UI Core.

Velvetel UI Core represents optional HTML, CSS, and JavaScript framework and components that facilitates your use and administration of the Velvetel Core platform. These components provide graphical representations of certain features and settings via API calls to the Velvetel Core platform. Velvetel UI Core runs in the user's web browser, not on a server. Like Velvetel Core, Velvetel UI Core does not include any form of warranty or service level commitment and is offered solely on an AS-IS

basis.

By itself, Velvetel UI Core provides no end-user or system-administration functionality. To operationalize Velvetel UI, you must combine the Velvetel UI Core software layer with additional Velvetel UI Apps.

9.3 Velvetel UI Apps.

Velvetel UI Apps are available on the Velvetel App Exchange. The Velvetel App Exchange allows you to use, subject to each App's applicable license, price and other terms and conditions, modules that provide certain functionality relating to Velvetel UI or other related Services. These Apps enable Velvetel Platform and related functionality in a graphical manner via back-end APIs (from either Velvetel Platform APIs or third-party APIs).

Velvetel UI Apps are configured and managed via the Velvetel UI web interface. They exist in three different forms:

- Open-Source (offered by Velvetech or third parties, subject to the license terms of each particular App);

- Velvetech Closed Source (these Apps are proprietary to Velvetech and licensed, not sold, to you under the terms of each App);

- Third-Party (these Apps are made available on the Velvetel App Exchange by third parties and are subject to the applicable terms and conditions of each third-party App; you understand and agree that Velvetech is not responsible or liable for any third-party materials, content, services or software that you may use in connection with the Services).

Your use of each Velvetel UI App is subject to and governed by that particular App's terms and conditions, which you agree to abide by when you subscribe to or use each such App. If there is a conflict between the terms and conditions of an applicable App and any term of this Agreement, the terms and conditions of the App apply, but only to the extent of such conflict. If multiple license types are available for a particular Velvetel UI App, the terms and conditions, including license terms, recited in any signed service order will prevail. Enabling, using or subscribing to a Velvetel UI App in the Velvetel App Exchange indicates your acceptance of and agreement to abide by the terms and conditions of a particular "Velvetel App," including any applicable license, price and payment terms.

Your use of each Velvetel UI App is subject to and governed by that particular App's terms and conditions, which you agree to abide by when you subscribe to or use each such App. If there is a conflict between the terms and conditions of an applicable App and any term of this Agreement, the terms and conditions of the App apply, but only to the extent of such conflict. If multiple license types are available for a particular Velvetel UI App, the terms and conditions, including license terms, recited in any signed service order will prevail. Enabling, using or subscribing to a Velvetel UI App in the Velvetel App Exchange indicates your acceptance of and agreement to abide by the terms and conditions of a particular "Velvetel App," including any applicable license, price and payment terms.

10 Velvetel License and Other Terms.

Your use of the Velvetel Platform back-end software and Apps and Velvetel UI Core and Velvetel UI Apps front-end graphical user interface (GUI) software are subject to specific license terms and other terms and conditions. Unless a Service Sales Order separately executed by you and us specifies otherwise, all Services and software offered under this Agreement are licensed, not sold, to you.

10.1 License Terms.

As noted above, both the Velvetel Core and the Velvetel UI Core are open-source software subject to the terms and conditions of the Mozilla Public License v1.1, which you agree to abide by when using Velvetel Core and Velvetel UI Core.

10.1.1 Velvetech Closed-Source and Third-Party Application and Software Licensing.

Depending on the App, Closed-Source and Third-Party Velvetech and Velvetel UI Apps can be licensed from Velvetech under one or more of four possible models: (1) flat-rate, (2) per-use, (3) proprietary but license-free and/or (4) open-source and license-free. Not all Apps are available in all license models. The license terms, availability, and fees, if any, for each App are specified in the Velvetel App Exchange. You may subscribe, and terminate your subscription, to Apps solely via the tools available in the Velvetel App Exchange.

The four license models are subject to the following terms and conditions:

(a) Flat-rate License. In exchange for your right to use this type of App during the Term of that App license, you agree to pay for the full license fee at the time you subscribe to, engage or otherwise use the App. Unless you and we agree otherwise or the App license explicitly states a different term length, the standard Term for flat-rate-licensed Apps is one year, which will automatically renew for additional one-year renewal terms unless you terminate that App subscription via the Velvetel App Exchange before the applicable renewal term begins. For example, if an App has a one-year term, you will pay the annual license fee, and the initial one-year license Term will begin, on the day that you first subscribe to the App via the Velvetel App Exchange and pay the annual license fee, and the license will automatically renew (for another one-year term at the then-applicable license fee) exactly one year after its activation unless you terminate the license by providing us at least 30 days' prior written notice via email to billing@velvetech.com before the renewal term begins and receive a confirmation of cancellation via email in response with a cancellation number. These Apps are proprietary to Velvetech or the licensor identified in the applicable App; we or the applicable licensor are the sole owner of all right, title, and interest in them, and we reserve all rights not granted to you under these terms. Subject to your compliance with this Agreement and the law, your license to these Apps is limited to your right to access and use the App during the Term. All other uses are prohibited and a breach of this Agreement. Unless the terms of the license for the particular App indicate that a Service Level Agreement applies to that particular App, these Apps are provided solely on an as-is and as- available basis and, as explained in greater detail below (see Section 23, "Disclaimers"), Velvetech offers no warranty or service level commitment of any kind relating to them.

(b) Per-use License. The fee for this type of App is paid monthly with monthly true-ups based on your usage (i.e., on a per-device or per-agent basis, as applicable) of that App. To illustrate, if you deploy the App on 100 devices at the beginning of the Term, and have deployed the App to 200 devices by the end of that first month, you will be charged the per-device fee for those 100 instances at the beginning of the first month and then, at the beginning of the second month, you will be charged for the additional 100 instances added in the first month, as well as the 200-device charge at the beginning of the second month for the 200 instances that were deployed on the first day of the second month of the term. These Apps have the same standard one-year terms as flat-rate licensed Apps, as described above. These Apps are proprietary to Velvetech or the licensor identified in the applicable App; we or the applicable licensor are the sole owner of all right, title, and interest in them, and we reserve all rights not granted to you under these terms. Subject to your compliance with this Agreement and the law, your license

to these Apps is limited to your right to access and use the App during the Term. All other uses are prohibited and a breach of this Agreement. Unless the terms of the license for the particular App indicate that a Service Level Agreement applies to that particular App, these Apps are provided solely on an as-is and as- available basis and, as explained in greater detail below (see Section 23, "Disclaimers"), Velvetech offers no warranty or service level commitment of any kind relating to them.

(c) Proprietary, License-free. Subject to your compliance with this Agreement and the law, your license to these Apps is limited to your right to access and use the App during the Term of this Agreement on a royalty-free, license-free basis. These Apps are proprietary to Velvetech or the licensor identified in the applicable App; we or the applicable licensor are the sole owner of all right, title, and interest in them, and we reserve all rights not granted to you under these terms. These Apps are provided solely on an as-is and as-available basis and, as explained in greater detail below (see Section 23, "Disclaimers"), Velvetech offers no warranty or service level commitment of any kind relating to them. You may, however, engage Velvetech to provide support relating to these Apps under any applicable Support agreement you purchase from Velvetech in connection with this Agreement.

(d) Open-source License. Subject to your compliance with this Agreement and the law, you may use these open-source-licensed Apps subject to the terms and conditions of the applicable open-source license. These Apps are provided solely on an as-is and as-available basis and, as explained in greater detail below (see Section 32, "Disclaimers"), Velvetech offers no warranty or service level commitment of any kind relating to them. You may, however, engage Velvetech to provide support relating to these Apps under any applicable Support agreement you purchase from Velvetech in connection with this Agreement. You may modify or replace only these open-sourced Apps or Services; provided that you otherwise comply with the terms of the open-source license. You understand that we are not obligated to provide any maintenance, technical or other support for the resultant modified App or Service.

10.1.2 Third-Party Apps.

You may use Apps offered by Third Parties on the Velvetel App Exchange ("Third-Party Apps") subject to the fees, terms, and conditions applicable to those Third-Party Apps. You are solely responsible for your use of such Third-Party Apps and for complying with those terms and conditions. You understand and agree that, even though these Third-Party Apps are available in the Velvetel App Exchange, and even though you may remit any applicable license fees to Velvetech in connection with your use of or subscription to any Third- Party App, you acknowledge and agree that Velvetech is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third-Party Apps. We do not warrant or endorse and do not assume and will not have any liability or responsibility to you or any other person for any Third-Party Apps, or for any other materials, products, or services of third parties. Third-Party Apps and services are provided solely as a convenience to you. You agree that you will not use any Third Party Apps or services in a manner that would infringe or violate the rights of any other party, and that Velvetech is not in any way responsible for any such use by you. We may terminate or suspend your use of Third-Party Apps if your use of a Third-Party App, and/or the Third-Party App itself, (a) poses a security or intellectual property issue, (b) is economically or technically burdensome, or (c) must be terminated to comply with the law or requests of governmental entities. You understand and agree that any Velvetech Support services you may subscribe to as part of this Agreement or the Services do not include maintenance or other support for Third-Party Apps.

10.2 App Distribution, Installation and Packaging.

Applications are packaged, installed and managed via one of two tools.

Open-source, license-free application software is packaged into standard operating system packages and made available for download via publicly accessible Velvetech Sites, such as http://repo.Velvetech.com. The operating systems that these packages are made available in connection with may vary over time, at Velvetech's sole discretion.

Closed-source application software is delivered either through the hosted platform by enabling the software via the UI, or via a package-download-management system that allows you to use the software on your own servers and machines during the term of any license you acquire to access and use such software.

Provided that Customer is in compliance with its obligations under this Agreement and the applicable software license, it will continue to receive delivery of, and updates to, all paid software. Customer agrees that it will cease operating all paid software and other contracted-for Services under this Agreement upon termination of this Agreement. Customer further agrees to comply with all license terms in this Agreement and any particular App, including, without limitation, the license terms in Section 8.4 ("License Restrictions") below. You further understand and agree that you will not distribute or use downloaded apps on any servers or clusters not registered in the Cluster Manager system.

10.3 Upgrades.

Velvetech assumes primary responsibility for maintaining and updating its Velvetel-Hosted Platform, and will use commercially reasonable efforts to announce routine, non-emergency upgrades or updates to that platform in advance.

In all other installation configurations besides the Velvetel-Hosted Platform (including, without limitation, Private Cloud and Customer-Provided Data Center Environments), the installation and testing of upgrades are the sole responsibility of Customer. Customer understands and agrees that, in these cases, it agrees to schedule an upgrade with Velvetech support staff with not less than one business day's notice, subject to Velvetech's support staff's availability. Customers may make such requests via the Velvetech support system. In addition, customers are solely responsible for testing all critical features and functionality of their platform after each upgrade to ensure the Services are functioning. To the extent you desire assistance in creating test plans, such support is available only through any applicable Support service plan you have subscribed to under this Agreement.

You understand and agree that Velvetel's Cluster Manager is the only approved method for upgrading platforms on which you maintain the Velvetel software. Support requests to Velvetech arising out of any other upgrade procedures will only be provided through any applicable Support service plan you have subscribed to under this Agreement.

You further understand and agree that you are solely responsible for performing your own pre-release testing for any non-Velvetel provided hardware, software, or integrations you utilize in the Velvetel sandbox environment before installing any upgrade. For example, before upgrading any production server, you agree to test API integrations, SIP devices, and other software or hardware on the Velvetel-provided sandbox or staging environments to ensure compatibility. You understand and agree that Velvetel's sandbox is provided solely as a courtesy and accommodation for testing purposes and thus is provided solely on an as-is, as-available basis. Velvetech disclaims all warranties and liabilities associated with the sandbox, including all losses and risks associated with unauthorized access to, alteration or the deletion, destruction, damage, loss or failure to store any of Your Data or data.

10.4 Downgrades.

You understand and agree that you may downgrade the Services to prior versions only in limited circumstances, and then solely at your own risk and expense. Velvetech does not offer any sandbox or other staging environment for your testing purposes. You understand and agree that Velvetech will only provide support for a downgrade if you submit a support request within two (2) hours of installing an upgrade that does not function in your environment. All other requests for Velvetech to provide support in connection with a request to downgrade are provided at Velvetech's sole discretion and will be billed under any applicable Support service plan you have subscribed to under this Agreement.

10.5 14-day Money-back Guarantee.

If for any reason you are not satisfied with a particular App that you have subscribed to on the Velvetel App Exchange, please notify us via the cancellation tool in the Velvetel App Exchange within 14 days of subscribing to that App and we will refund you the full amount you paid for that App. After that 14-day period, all App subscriptions and payments are non-cancelable and non-refundable, except as specifically provided for in this Agreement.

If, however, you subscribe to one or more Apps via a separately executed "Service Sales Order" with us, no 14- day money-back guarantee applies, and those subscriptions are non-cancelable and non-refundable upon execution of the applicable Service Sales Order, except as otherwise provided for in this Agreement or, if applicable, the Service Sales Order.

10.6 Data Security & Integrity.

You recognize and agree that your use of Apps involves risks of unauthorized disclosure or exposure and that, in accessing and using such Apps, you assume all such risks and agree that Velvetech is neither responsible nor liable for any such risks, losses, or liabilities. Except as otherwise provided for in this Agreement or any App's specific license terms, Velvetech offers no representation, warranty, or guarantee that the Third-Party Apps are free of viruses, worms, trojan horses or other malware, that such Apps will be error free, or that Your Data or data used in connection with such App will not be lost, stolen, corrupted, or otherwise compromised.

10.7 Alpha / Beta Service Participation.

This Section describes the additional terms and conditions under which you may access and use certain features, technologies, and services that we may make available to you that are not yet generally available, including, but not limited to, any products, services, or features labeled "alpha," "beta," "preview," "pre-release," or "experimental" (each, a "Beta Service").

(a)   During the term of the applicable Beta Service, you may: (a) access and use the Beta Service solely for internal evaluation purposes; (b) install, copy, and use any related Velvetel Content that may be provided to you by us in connection with the Beta Service ("Beta Materials") solely as necessary to access and use the Beta Service; and (c) to the extent you choose to deploy or use any Beta Service in connection with or relating to your provision of any service to any End User, you agree to (i) disclose the fact that the service is not generally available to each such End User, (ii) do so solely at your own risk, responsibility, and liability.

(b)   You must comply with all policies and guidelines related to any Beta Service as posted on the Velvetech Site or otherwise made available to you, including the Privacy Policy, Acceptable Use Policy, Service-specific terms, and any additional terms and conditions for a specific Beta Service. We may add or modify restrictions, including lowering or raising any usage limits, related to access to or use of any Beta Service or Beta Materials at any time. If we request, you will promptly increase or decrease your usage of the applicable Beta Service or

Beta Materials to the levels that Velvetech may specify. Service Level Agreements do not apply to Beta Services. Similarly, neither Beta Services nor Beta Materials are eligible for any Velvetel Support Service offered under this Agreement; Support Service is reserved exclusively for generally available Services.

(c)   Velvetech may suspend or terminate your access to or use of any Beta Service at any time and for any reason without any liability whatsoever. Velvetech may at any time cease providing any or all of any Beta Service in its sole discretion and without notice. Beta Services also may be unavailable and/or their performance may be negatively affected by scheduled and unscheduled maintenance. Velvetech will use reasonable efforts to notify you in advance of scheduled maintenance, but we are unable to provide advance notice of unscheduled or emergency maintenance.

(d)   Each individual Beta Service will automatically terminate upon the release of a generally available version of the applicable Beta Service or upon notice of termination by Velvetech. If Velvetech releases a generally available version of a Beta Service, your access to and use of the generally available version will be subject to the Agreement as may be specified for that generally available Service. Velvetech does not guarantee that any Beta Service will ever be made generally available, or that any generally available version will contain the same or similar functionality as the version made available by Velvetech during the term of the Beta Service.

(e) Additional Warranty Disclaimers. WITHOUT LIMITING ANY DISCLAIMERS IN THE AGREEMENT OR THE SERVICE TERMS, THE BETA SERVICES AND BETA MATERIALS ARE NOT READY FOR GENERAL COMMERCIAL RELEASE AND MAY CONTAIN BUGS, ERRORS, DEFECTS OR HARMFUL COMPONENTS. ACCORDINGLY, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT OR THESE SERVICES TERMS, Velvetech IS PROVIDING THE BETA SERVICES AND BETA MATERIALS TO YOU "AS IS" AND "AS AVAILABLE." Velvetech AND ITS LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE BETA SERVICES AND BETA MATERIALS, INCLUDING ANY WARRANTY THAT THE BETA SERVICES AND BETA MATERIALS WILL BE UNINTERRUPTED, ERROR FREE, OR FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT, INCLUDING Your Data, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. EXCEPT TO THE EXTENT PROHIBITED BY LAW, Velvetech AND ITS LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON- INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE. Velvetech'S AND ITS LICENSORS' AGGREGATE LIABILITY FOR ANY BETA SERVICES WILL BE LIMITED TO THE AMOUNT YOU ACTUALLY PAY US UNDER THIS AGREEMENT FOR THE BETA SERVICES THAT GAVE RISE TO THE CLAIM DURING THE 3 MONTHS PRECEDING THE CLAIM.

10.8 Application Lifecycle.

You understand and agree that Velvetel's Beta Services policy applies to any Apps you use in connection with the Services. We will use commercially reasonable efforts to provide you six months' written notice, via your email address of record, before a Velvetel-produced App reaches its end-of-life point. We encourage, but do not require, Third-Party App developers to maintain a substantially similar end-of-life policy, but you understand and agree that we make no representations or warranties regarding any Third-Party App, including their end-of-life policy.

11 Velvetel Hosting and Operational Services.

Velvetech provides services to help operate, manage, and maintain a Velvetel environment, including

Velvetel Platform and Velvetel UI software components. These services can be purchased individually or as a package. They, along with certain applicable terms and conditions to your use of the Services, are defined below.

11.1 Velvetel and Velvetel UI Platform Maintenance.

You may subscribe to Velvetel's optional Maintenance Service, which provides bug-fixes for the Velvetel and Velvetel platforms and Velvetel-developed and -licensed Apps installed and managed via the Cluster Manager service, where a "bug" is any material defect in the Velvetel-maintained platform and Apps that causes a material, unintended failure in the intended functioning of the platform or App, as applicable. The Velvetel Maintenance Service does not include time or support associated with other support-related services, including, without limitation, training, system configuration, device configuration, or general questions, all of which are provided pursuant to any applicable Support service you may subscribe to under this Agreement.

Velvetel's Maintenance Service applies only to the two most recent versions of any software or application. Any requests for bug-fixes, support, or assistance with versions older than the two most recent versions will be provided at Velvetech's sole discretion, and all labor and materials costs associated with older versions will be billed to the customer pursuant to any applicable Support service plan you may subscribe to under this Agreement.

11.2 Data Center Services.

While certain of the Services and Apps can only be accessed and used from Velvetel-hosted servers (including, without limitation, Cluster Manager), you may elect to access and use Velvetel Core, Velvetel UI Core, and certain Apps (as identified in the license terms on the Velvetel App Exchange) either on Velvetel-provided servers and related computer equipment that you access remotely via the internet ("Velvetel-Provided Data Center Services") or in an environment that you provide or procure from one or more third parties ("Customer- Provided Data Center Environment"). The scope of Velvetel's services, and your obligations, depend on whether you choose to access and use the Services via Velvetel-Provided Data Center Services or your Customer-Provided Data Center Environment, as follows:

> 11.2.1 Velvetel-Provided Data Center Services: You may subscribe to one or more forms of Velvetel-Provided Data Center Services, either in a shared environment (the "Hosted Platform") or dedicated environment that is exclusive to you (the "Private Cloud" and "Global Infrastructure" Service offerings). If you do, and provided that you pay all applicable fees for such Velvetel-hosted services, Velvetech will use commercially reasonable efforts to provide and/or contract with one or more third-party data centers in the United States, Canada, and any other territory or country publicly offered on the Velvetech Site that will enable you, consistent with the AUP, to host, access and use the particular Services to which you have subscribed under this Agreement. You understand and agree that, while Velvetech will use commercially reasonable efforts to host your Services in data centers that are reasonably capable of enabling you to access and use the Services to which you have subscribed, Velvetech, as indicated below, is not responsible or liable for any Force Majeure Events or any other impediment or failure caused by you or a third party that interferes with or prevents you from accessing or using the Services, including, without limitation, third-party providers of internet services, electricity, and other third parties that facilitate or relate to your use of the Services. You understand and agree that, except as part of any optional Support services you contract with Velvetech to provide for a fee, you understand and agree that we will not contact any of your internet service providers

and/or service or product providers on your behalf in connection with your use of the Services. You further understand and agree that, if you subscribe to the Hosted Platform service, you will market and sell your services solely to End Users and not offer your services for resale. If you subscribe to either the Private Cloud or Global Infrastructure Service offerings, you may market and sell your services to End Users and an additional reseller.

11.2.2   Customer-Provided Data Center Environment: Provided that it is permitted under the applicable license terms, if you elect to host, access, or use any Services on servers or in other environments that you provide (or contract with a third party to provide) independently of Velvetech, you understand and agree that you are solely responsible and liable for that Customer-Provided Data Center Environment, and you agree to hold Velvetech harmless from all risks, claims, losses, damages or liabilities that may arise or relate to your use of such Environment. If you choose to provide a Customer-Provided Data Center Environment, Customer understands, acknowledges, and agrees that: (i) Customer must have a high-quality high speed internet connection and appropriate hardware sufficiently geographically proximate to the applicable End User(s) to use the Services; and (ii) Velvetech is not providing that data center, internet connection, or hardware for Customer. By choosing to host any Services in a Customer-Provided Data Center Environment, you understand and agree that Velvetech does not control and is not responsible for: (i) Customer's data center, internet connection, or hardware; (ii) the quality, reliability, or security of Customer's data center, internet connection, or hardware; (iii) any third party products and/or services related to Customer's data center, internet connection or hardware; or (iv) problems with the Services that are caused by or related to Customer's data center, internet connection or selection of hardware. Velvetech will not contact any of the data centers, internet providers and/or service or product providers on Customer's behalf. To the extent an SLA applies to any Services used or accessed in a Customer-Provided Data Center Environment, any downtime caused by or related to that Environment will not qualify as "Downtime" for which Velvetech is responsible or any credits are due under that SLA.

11.3 Production and Non-Production Servers.

Regardless of whether you elect to host, access and use the Services via Velvetel-Provided Data Centers or your Customer-Provided Data Center Environment, the parties agree that, whomever hosts the Services, they will use separate and distinct servers and related computer machines to host the Services when they are made generally or commercially available to End Users ("Production Servers"), on the one hand, and for your internal evaluation activities ("Non-Production Servers"), on the other hand.

Velvetech is responsible for using commercially reasonable efforts to maintain the Production Servers used in connection with Velvetel-Provided Data Center Services. To the extent that Customer-requested support for such Production Servers falls outside the scope of Velvetel's maintenance services, Velvetech will only provide support for any such Production Servers pursuant to an applicable Support service plan that Customer has purchased pursuant to this Agreement.

Customer is solely responsible for maintaining the Production Servers used in its Customer-Provided Data Center Environments. Velvetech will only provide support for any such Production Servers pursuant to an applicable Support service plan that Customer has purchased pursuant to this

Agreement.

Customer understands and agrees that, by their nature, Non-Production Servers are used solely for internal business purposes, such as quality assurance, testing, staging, or development purposes, and are therefore not subject to Velvetech's commitment to maintain or support any particular Service. Irrespective of whether they are hosted by Velvetech or you, Velvetech will only provide support for any Services installed on any Non-Production Servers pursuant to an applicable Support service plan that Customer has purchased pursuant to this Agreement.

11.4 Operating System Management.

Customer understands and agrees that Velvetech makes no representations or warranties that the Services are compatible with, or will be error-free when deployed in connection with, any particular Operating System, and that Velvetech is not responsible or liable for any errors or defects in the Services as they relate to any particular Operating System. Customer may, for example, choose to utilize support services from Linux vendor for assistance with logging, kernel, drivers, network tuning, software firewall, or other operating system-related items that are independent of the Velvetel Platform. To the extent you solicit Velvetech's support for the Services as they relate to any operating system-related issues, Velvetech will only provide such support pursuant to an applicable Support service plan that Customer has purchased pursuant to this Agreement.

11.5 Bandwidth and Excessive Use.

Velvetel's Services are designed for normal, reasonable use consistent with the types and levels of usage by typical customers of the Services. "Typical" refers to the usage patterns of at least 95% of Velvetel's customers of a particular Service. Unauthorized or excessive use beyond that normally experienced by typical, similarly situated customers may cause extreme network capacity and congestion issues and interfere with Velvetel's network and the third-party networks with which Velvetel connects to provide its Services. Any use of the Services or any other action that causes a disruption in the network integrity of Velvetel services or its vendors, whether directly or indirectly, is strictly prohibited and may result in termination or suspension of the Services. Such termination can include, but is not limited to, Velvetech's right to block IP addresses related to any use of the Services (including Provisioner, Portal, and voice services).

If it is determined that your usage is abusive or excessive, you agree to pay applicable incremental charges associated with such usage at the then-current rate established by Velvetech. At Velvetech's sole option, your service may be immediately terminated or suspended. You understand and agree that Velvetech may determine that abnormal, unreasonable or impermissible usage is occurring when compared to typical customers subscribing to the same Service, and may take appropriate steps to enforce this Agreement. If, in Velvetech's sole discretion, Velvetech affords you the opportunity to correct your abnormal usage patterns and you fail to immediately conform to normal use, then Velvetech may charge you the applicable rates for that excessive usage, implement other limitations or suspend or terminate your Service with or without notice.

11.6 Multi-Homed Networks.

To the extent you choose to deploy complex network setups that involve segregating private, public, and management networks in your infrastructure, or have special connectivity requirements to specialized customers such as direct connectivity links, private links, satellite links, or fiber connections, you agree to the following terms and conditions:

If deployed in a Velvetel-Provided Data Center: you agree to pay Velvetech the published rates, which

are listed at https://www.velvetech.com/legal-velvetel, for each port you occupy on our network equipment, and any and all additional costs incurred by us or our agents or vendors if a separate switching fabric, device or other equipment or facility is required to terminate a third-party connection. Irrespective of whether they are hosted by Velvetech or you, Velvetech will only provide support for any issues arising out of or relating to Multi-Homed Networks, regardless of Velvetech's role in or relationship to such issue, pursuant to an applicable Support service plan that Customer has purchased pursuant to this Agreement.

If deployed in a Customer-Provided Data Center Environment: Just as Customer is solely responsible for all costs, expenses and any other liability incurred in connection with its Customer-Provided Data Center Environment, Customer is solely responsible for all costs, expenses and any other liability incurred in connection with any Multi-Homed Network deployment, including, without limitation, all charges related to hardware, ports, and switching on such equipment.

11.7 Capacity Planning.

Capacity planning is based on a variety of factors, including customer and end user behaviors and usage, feature configuration, and server and network equipment. You understand and agree that Velvetech's commercially reasonable approach to capacity planning is to provision, in its sole discretion, an estimated amount of equipment based on a typical usage ratio, taking into consideration your committed minimums. Velvetech does not guarantee server capacities for any particular use case or customer. Instead, we retain the ability to expand a cluster when usage warrants; if your usage is materially more than expected or typical, Velvetech will notify you that your environment must be expanded. Customer incurs all costs related to actual required equipment and related support.

If a customer desires specific capacity-planning information or support for your specific environment, Velvetech can perform certain load-testing services, but solely pursuant to an applicable Support service plan that Customer has purchased pursuant to this Agreement.

11.8 Service Activation Period.

You understand and agree that certain Services are not capable of being provisioned or installed on demand. Velvetech undertakes commercially reasonable efforts to maintain a good faith estimate of current service-activation periods for various Services reflected on https://www.velvetech.com/legal-velvetel. While Velvetech uses commercially reasonable efforts to provision orders for those Services within those identified periods, you understand and agree that Velvetech does not guarantee or warrant that any particular Service will be installed or provisioned by any specific date, except as provided for in any separately executed Service Sales Order.

11.9 Dedicated IP addresses.

Dedicated IP addresses are available with the Hosted Platform and Private Cloud service, and enable customers to rent one or more IP addresses managed by Velvetech. These IPs can facilitate your ability to white-label services or allow for billing by third parties (typically carriers) that bill based on a unique source or destination IP address.

- Subject to your payment of the applicable fees and complying with these terms and conditions, we provide IP addresses with Private Cloud or as requested (as a service) on the Velvetech hosted platform so that your services are accessed via a unique IP address that only you or your authorized agents can use;

- You understand and agree that:

- Dedicated IP addresses are rented from our upstream transit and service providers, not owned by Velvetech;

- Dedicated IP addresses may change, with 60 days' notice, from time to time;

- Dedicated IP addresses have a standard provisioning interval (specified elsewhere for install interval expectations);

- Only one dedicated IP address per server is available on Velvetel's Private Cloud Service;

- Multiple dedicated IP addresses are available on the Velvetech hosted platform (one per account, or one per reseller shared across multiple accounts, as contracted for); and

- Dedicated IP addresses are only available in data centers where we host equipment, and may be limited at any time depending on availability.

11.10 Custom Software.

"Custom software" is defined as any software not licensed to you by us under this Agreement and which you introduce to any environment in which you have installed or are using any of the Services. You understand and agree that custom software is your sole responsibility, and that Velvetech shall not be responsible or liable for your use of custom software in connection with any of the Services.

Customer represents, warrants and agrees that it will take the following actions vis-a-vis any use of custom software in connection with any of the Services:

- Customer will only use Cluster Manager to install, test and manage your custom software;
- Customizations must be scripted and repeatable on any type of system;

- Each time a new version of Velvetech is released, you agree to promptly test your customizations with the latest Velvetech version on a development and/or staging environment with every version release to ensure Velvetel's Services and your custom software are compatible, effective, and interoperable.

11.11 Diagnostics.

Access to logs

As a condition of providing you its Services, Velvetech requires access to logs related to all Services operating on Velvetel-managed servers.

In the event Customer manages its own servers via Global Infrastructure or any other externally hosted environment, then Customer understands and agrees that it is solely responsible for ensuring that all logs relating to the Services are available and accessible to Velvetech. Customer understand and agrees that time Velvetech staff spends in connection with any restrictions Customer creates or maintains relating to its logs, and time spent collecting Customer-maintained logs, is billable time pursuant to Customer's applicable Support agreement.

Custom Modules

Customer understand and agrees that its logs for any permitted custom software must show the start and end of control or hand-off to custom services. For example, if a customer installs a private module that modifies the behavior of call handling, the customer's software must emit loglines at the start and

end of their custom call handling code. Customer understands and agrees that these logs must be made available to Velvetech through Velvetel-designated standard logging facilities, and that any time spent by Velvetech on such custom modules is also billable time pursuant to Customer's applicable Support agreement.

Additional logging software

Customer understand and agrees that all requests regarding the creation, installation or assistance with management of additional logging software outside of Velvetel's default log-handling software and systems is billable time pursuant to Customer's applicable Support agreement. Such examples include, without limitation, assistance with installing products like Homer for packet capturing.

12 Velvetel Monitoring Services.

In connection with your duty to maintain and manage the Services that you use, you have the option of subscribing to optional Monitoring, Backup, and Security Services offered by Velvetech in connection with the Services. You can subscribe to these Services either via our online ordering tool, or via a Service Sales Order executed by both parties.

12.1 Monitoring Service.

Velvetech offers a Monitoring Service for a monthly fee, as reflected on https://www.velvetech.com/legal-velvetel or, if applicable, your Service Sales Order executed by the parties, under which you will receive an email notification when Velvetel's proprietary monitoring tool detects actual, perceived, or potential errors or other defects in the Services. The Monitoring Service is designed to promptly alert you to potential problems or issues with your Services, facilitating your provision of your service to your end users. The Monitoring Service does not include any support services from Velvetech. If you only subscribe to the monitoring Service and seek support from Velvetech, you understand and agree that such support will only be provided pursuant to an applicable Support service plan that Customer has purchased pursuant to this Agreement.

12.2 Alert Response Service.

Provided that you have enrolled in Velvetech's Monitoring Service and a Support service under this Agreement, you may also enroll in Velvetech's Alert Response Service for an additional monthly fee, as reflected on https://www.velvetech.com/legal-velvetel or, if applicable, your Service Sales Order executed by the parties, under which Velvetech will receive a copy of the alerts that you receive under your Monitoring Service and, on your behalf, add the reported issue received from the Monitoring Service into Velvetel's Support system, and undertake commercially reasonable efforts to evaluate and respond to the issue in accordance with the terms and conditions of the Support service to which you have subscribed, subject to the terms and conditions below.

12.3 Monitoring Services Terms and Conditions.

Customer understands and agrees that:

> 12.3.1   In light of the highly adaptable and customizable nature of the Services, software and Apps offered by Velvetech, along with the periodic unavailability of the Velvetech monitoring tools (both planned and unplanned), the Monitoring Service is neither designed nor intended to monitor every possible configuration, installation, or use of the Services; rather, the Monitoring Service monitors only basic system environment (disk space, system load, CPU utilization) and basic software parameters

(spikes in call volume, spikes in call registration, failed call processing, application on/off status, etc.) and, as such, does not monitor, among other things, third-party Apps, custom software, or any other modification or customization you have installed or implemented in connection with your use of the Services;

12.3.2   You also understand and agree that the Monitoring Service will not be available at all times or error-free, and thus you may receive alerts in cases where your Service(s) are functioning as intended, or fail to receive alerts where your Service(s) are not functioning as intended;

12.3.3   By enrolling in the Alerting Response Service, you understand and agree that Support credits (or any incremental overage charges if you have used all of your monthly support credits) will be billed against your Support service plan for the alerts received under your Monitoring Service that Velvetech attempts to fix. For alerts caused by an issue with Velvetech's monitoring tool or bugs that Velvetech has already contracted with you to address as part of any Maintenance plan to which you have subscribed, Velvetech will credit back the support credit(s) or associated overage charge(s) related to such alert response; and

12.3.4   You understand and agree that the Monitoring Service may be changed from time to time in Velvetech's discretion, and that there will be no customer-specific testing period for such changes.

12.4   Backup and Security Service.

While the security and backup of your Data and other software, equipment and services you use in connection with this Agreement remain your sole responsibility (see Section 4.3 above), customers of Velvetech's dedicated, non-shared platform services (viz., Private Cloud and Global Infrastructure) may subscribe, for a monthly fee, to Velvetel's optional Backup and Security Services to help you meet those responsibilities.

12.4.1 Backup Services.

While Velvetech does not provide or warrant data security or backups, subscribing customers of this service will receive periodic backup reminders and related instruction and support to facilitate the Customer's backup duties, including:

- Deploying a Google Cloud backup script to encrypt and store backups periodically on Google's Cloud Storage service;

- Instruction related to encryption and executing a restore; and

- Validating that backups are working as intended.

12.4.2. Security Services.

While Velvetech does not provide or warrant security, subscribing customers of this service can receive scheduled checks (with the customer) to evaluate whether basic security practices are being followed, which will ordinarily include an evaluation of the following consideration:

- whether firewalls are configured appropriately and up to date;

- whether data is encrypted where appropriate;

- whether logs are present and being reviewed regularly; and

- whether database access, LAN/WAN IP address schemes, and data security are reasonably configured.

All other support related to backups and security will be provided solely pursuant to your applicable Support service with Velvetech.

13 Velvetel Platform Development APIs.

The Velvetel Platform software exposes Application Programming Interfaces (APIs) that other software can utilize to expose or expand certain Velvetel Platform functionality. These APIs are primarily designed to work with Velvetel UI software. Customers may, at their election, utilize their own software to interact with Velvetel Platform APIs, either to expand the functionality of the Velvetel Platform or to build their own graphical user interface in full. When a customer elects to utilize the Velvetel Platform APIs via a method other than Velvetel UI, the following terms and conditions apply.

In you subscribe to and use Hosted Platform, Mobile, Provisioner, or other Apps, these platforms are shared amongst multiple users, and therefore you understand and agree that Velvetech may monitor your usage to suspend or terminate your usage of these APIs and related functions to minimize or eliminate any adverse effect your excessive use or misuse is causing other users or the platform generally. In addition, you are responsible for remaining alert to pending upgrade announcements and to use the Velvetech sandbox environment to ensure that your software functions properly with the API services before the upgrade is implemented. Failing to properly test your software in the sandbox environment before any pertinent upgrade waives your right to seek relief or support from Velvetech arising out of any alleged incompatibility, error or other issue relating thereto.

If you subscribe to either the Global Infrastructure or Private Cloud service offerings, provided that you have provisioned enough servers to support your configurations and usage levels, you may use the APIs in your sole discretion and at your sole risk and expense.

You understand and agree that, in certain cases, and absent a separately executed Service Sales Order to the contrary, Velvetech may change how an API works or deprecate an existing API. In those cases, Velvetech will provide notice as part of a version release that an API has changed. Customer is solely responsible for ensuring that their integration works with the new APIs.

14 Velvetel Platform Cluster Management Service.

For customers of Velvetel's Private Cloud and Global Infrastructure Service offerings, Velvetech offers an optional software tool, called "Cluster Management Service," to help you manage your Velvetel environment(s), and in particular how you upgrade, downgrade (if applicable and as permitted) and manage certain software installed on your Velvetel environment(s). The Service also can be used in conjunction with the Velvetel App Exchange to facilitate your management of your licensed Apps across multiple environments.

The fee for the Cluster Management Service, which is posted at https://www.velvetech.com/legal-velvetel, is billed on a per- server, per-month basis.

Unless you and we agree otherwise in a separately executed Service Sales Order, the standard Term for Cluster Management Service is one month, which will automatically renew for additional one-month renewal terms unless you terminate the Service in accordance with this Agreement before the applicable renewal term begins.

During the applicable Term, and provided you are and remain in compliance with this Agreement, Cluster Management Service is licensed to you in accordance with the Per-Use License terms in Section 3.1.1. above.

Given the unique nature of each Customer's Velvetel environment, your particular uses of that environment, and your ability to configure the Cluster Management Service in certain respects, you understand and agree that the Cluster Management Service is offered on an as-is, no-warranty basis, and may not be error free, or operate as expected or intended in your environment. As such, you agree that Velvetech shall have no liability in connection with your use of the Cluster Management Service. With the exception of bugs in the Cluster Management Service, which Velvetech will use commercially reasonable means to address, you agree that any support you seek related to your use of the Cluster Management Service, including any custom tasks or scripts you have configured with respect to the Cluster Management Service, or any related or affected Services will be provided solely pursuant to any applicable Support plan you have subscribed to under this Agreement.

15 Velvetel Device-Provisioning Services.

To facilitate your provisioning of approved devices, Velvetech offers a Device-Provisioning Service, accessible via APIs, via both the Velvetel Platform and a Velvetel UI App.

This Service provides automated capabilities to provision supported devices and incorporates settings that conform to Velvetech best practices. Due to the complexity of handling each phone and associated firmware, Velvetech does not publish documentation covering these best practices and, instead, incorporates the best practices in the form of software in the provisioner toolset. Velvetech maintains the current list of supported devices within the Velvetel UI toolset's provisioner application.

Velvetech uses commercially reasonable efforts to test a core set of identified features. In the event that customer opts to incorporate features beyond the core features made available or enabled via this Service, customer understands and agrees that it is solely responsible for any such efforts, and that any support customer may seek from Velvetech in connection with such actions will be provided solely pursuant to the customer's applicable Support agreement with Velvetech.

Customers who choose not to use the Velvetel provisioner Service and provision devices independently understand and agree that they shall test each device and firmware set they use with Velvetel to ensure that the phone works appropriately, and that any support customer may seek from Velvetech in connection with such actions will be provided solely pursuant to the customer's applicable Support agreement with Velvetech. This includes, but is not limited to, testing services perceived to be standard but which may operate differently or require configuration changes not required in other platforms. For example, these services must be tested:

- 		Intercom

- 		Page groups

- 		Parking and Park Pickup

- 		Caller ID and Caller ID w/ Name
- 		Call Transfer (Attended and Blind)

- 		Hold and Resume

While the provisioner Service also can be overridden in certain respects to allow for custom settings,

such as custom configuration files, in the event that customer enables these customizations, customer understand and agrees that it does so at its sole risk and expense, and any support customer may seek from Velvetech in connection with such actions will be provided solely pursuant to the customer's applicable Support agreement with Velvetech.

15.1 Accessible Systems.
Can be used from Velvetel but also from other systems.

15.2 Terms and Conditions.
Customer understand and agrees that it will only associate one bona fide, accurate media access control (MAC) address per device that Customer uses in connection with the Services. For Device-based charges, Velvetech relies on your representation, warranty and promise to only associate accurate MAC addresses with the devices you provision, associate and use in connection with the Services.

16 Velvetel Support Services.

Velvetech only provides Support Services pursuant to one of the Support Service Plans identified below (including your election to not have a plan, i.e., to compensate Velvetech for its Support Services on an hourly basis if and as you use its support services).

In addition to traditional Support requests, Support plans can be used toward optional Support requests, such as:

- Assistance with configuring non-supported equipment, where an engineer will provide support in connection with configuring a device for use with the Services, where reasonably possible;

- Assistance with custom requests (e.g., vanity number purchases, international call routing, or custom call-flow design);

- Assistance with datacenter design or platform scaling questions;

- Assistance with general platform questions or training requests;

- Assistance with development discussion, specifications, planning, actual open-source code development, documentation, QA automation, or alpha/beta launch work.

Customers who wish to use support credits toward development work should submit a completed epic in Velvetel's JIRA system, https://its.velvetech.com, providing the requisite details of the requested development work and indicating they wish to use support credits for such purposes. Customer understands and agrees that any such development work will be jointly negotiated via the JIRA system in consultation with Customer, and the parties will agree to a timetable for the projected completion of such development work. Customer will then utilize its support credits, or, if applicable, additional per-hour support charges based upon the agreed-upon development schedule, on a consulting basis for development hours under the Velvetech standard development procedures and policies, listed at https://www.velvetech.com/legal-velvetel.

16.1 Common Terms and Conditions.
The following terms and conditions apply to all Support Service Plans:

Customer understands and agrees that only its authorized, Velvetel-certified representatives can access

and use Velvetel's support services (see Training requirements below in Section 10), and that all Support Requests must be initiated by submitting a completed ticket to the Velvetech Support portal, https://its.velvetech.com. Customers who have paid for telephonic support must first submit a ticket online, before calling the phone number provided for their use. A "Support Request" is defined as any inquiry or request for assistance or support with any of the Services offered under this Agreement.

Customer understand and agrees that it is solely responsible for providing first-level ("Tier 1") support. Tier 1 support includes, but is not limited to:

(a)   End User Communication: Speaking with Customer's End User, customer, or their agents or employees;

(b)   Examples and Call Logs: Collecting call logs, Wireshark captures, specific information from the client about the service-related issue, including the relevant phone number(s) and the time(s) and date(s) relating to the issues.

(c)   Reproducibility: All issues for which Support is sought will have been reproduced and adequately documented by Customer before escalating the issue to Velvetel's Support System.

Customer agrees that, before submitting a support service request to Velvetech, it shall have already exhausted all commercially reasonable efforts to provide Tier 1 Support, and will provide all relevant details and documentation via the Velvetech Support portal needed for Velvetech to provide its Support Services, including the information, documentation and reproduction steps that will enable Velvetech support staff to simulate or recreate the alleged support issue on Velvetel's test environment. Customer agrees to advise Velvetech of the standard operating procedures and environmental conditions related to Customer's business practices so that Velvetech can effectively communicate with Customer in the context of Customer's business environment. Customer further understands and agrees that if Support requests submitted to Velvetel's Support staff are better characterized as Tier 1 support issues, or Customer fails to adequately reproduce and adequately document the issue when submitting the support service request, Customer is still responsible for paying Velvetech the applicable Credits or charges for such time and support, including any time incurred in investigating and reproducing (or attempting to reproduce) the issue.

Velvetech reserves the right to reject support-request tickets that fall outside of the scope of its support services, including, without limitation, support requests that solicit Tier 1 support, involve communicating with your End Users, or pertain to third-party software, applications or other services, including any Third- Party Apps.

Velvetech will employ commercially reasonable efforts to respond to Support requests as promptly as feasible, but Customer understands and agrees that Velvetech assures no guaranteed resolution time.

All Support time (and associated Credits) will be tracked from the time Velvetech support staff begin their response to your initial request to the Velvetech Support Team.

16.2   Standard SLA.

16.2.1 Service Commitment.
Velvetech will use commercially reasonable efforts to make the Core Services Available, as measured over the course of each calendar month during the Term (each such calendar month, a "Service Period"), at least 99.95% of the time, excluding the time the Core Services are not Available as a result

of one or more Exceptions (the "Service Commitment"). The Core Services consist of Customer's End Users' ability to make or receive telephone calls, register devices, or utilize the voicemail feature. "Available" means the Core Services are available and operable for access and use by Customer and its End Users. The Core Services are not considered Available in the event of any "Outage," which occurs when a material number of Customer's End Users cannot make or receive telephone calls, register devices, or utilize the voicemail feature. "Downtime" refers to the total minutes during a Service Period in which the Core Services are not Available for at least a continuous 5-minute period, excluding those minutes attributable to one or more Exception, as defined below.

16.2.2 Exceptions.

No period of Service degradation or inoperability will be included in calculating Availability to the extent that such downtime or degradation is due to any of the following ("Exceptions"):

(a)   Customer's or any of its End Users' misuse of the Services, violation of Velvetel's AUP, or use of its Services outside an applicable service territory;

(b)   factors outside of Velvetech's reasonable control, including, without limitation, any Force Majeure Event, carrier-related problems or issues, or Internet access or related problems beyond the demarcation point of Velvetech or its direct hosting subcontractors (i.e beyond the point in the network where Velvetech maintains access and control over the Velvetel Core Services), including, without limitation, failures of Customer's or its End Users' internet connectivity or devices or any third-party Apps, equipment, software, or other technology (other than third-party equipment within Velvetech's direct control);

(c)   any actions or inactions of Customer, your End User(s) or any third party (other than Velvetech's direct hosting subcontractor);

(d)   Customer's or any of its End Users' failure to meet any minimum hardware or software requirements set forth in applicable written specifications;

(e)   Services outside of the Core Services;

(f)   Service degradations that do not affect a material amount of Customer's End Users for at least five continuous minutes;

(g)   Velvetech's suspension or termination of Customer's right to use the Velvetech Services in accordance with this Agreement,

(h)   Errors or issues related to Beta Services, or

(i)   Scheduled downtime or maintenance of the Services.

16.2.3 Service Availability Credit as Sole Remedy for Downtime.

(j)   If the actual Availability of the Services is less than the Service Commitment for any Service Period, Customer shall be entitled to a service availability credit ("Service Availability Credit"), which is percentage-based discount of the total fees owed to Velvetech in the affected Service Period for the affected Service(s) based on the Monthly Uptime Percentage. "Monthly Uptime Percentage" is calculated by subtracting from 100% the percentage of continuous 5-minute periods during the Service Period in which the Core Services was in a state of "Downtime."

(k)   Service Availability Credits shall be calculated as

follows: Annual Uptime Percentage: < 99%

Service Availability Credit: 20% of Annual Service Fee divided by 12

17 Velvetel VoIP-PSTN Services.

You may, at your election and as part of the other Services you would need in order to use these VoIP-PSTN Services, subscribe to the VoIP-PSTN Services that Velvetech offers. Through your use of the Services, you may subscribe to available DIDs and voice services (inbound and/or outbound) and related services, including e911, CNAM and CALEA. Unless you enter into a separately executed Service Sales Order that provides for different pricing terms, by subscribing to or using any of the Velvetel VoIP-PSTN Services, you agree to pay the published rates, available at https://www.velvetech.com/legal-velvetel, for the services you (or anyone using the Service under your account) use. Services are billed either on a fixed monthly basis (e.g., per-DID and e911 services) or on a usage basis (e.g., outbound and inbound voice minutes of use). For services billed on a monthly basis, you may adjust your usage within a given billing month, but you agree to pay the fixed monthly charge for each use of a given service, even if the service was not engaged throughout the entire billing month. You acknowledge and understand that Velvetel's VoIP-PSTN Service is not a communications or telephone service. Important distinctions exist between telephone service and the enhanced Service offering provided by Velvetech. The Service is subject to different regulatory treatment than telephone service. This treatment may limit or otherwise affect your rights. Events beyond our control may affect our Service, such as power outages, fluctuations in the Internet, your underlying Internet service provider or broadband service, or maintenance. If you resell our VoIP- PSTN service to anyone, you agree to comply with all laws applicable to providers of VoIP services, and inform such customers of the following duties and limitations associated with the Service.

17.1 Emergency Services -911 Dialing.
At Velvetel, 911 dialing service operates differently than traditional 911 service. You acknowledge and understand that Velvetel 911 dialing is different than traditional 911 services. Consequently, you, your End Users, and anyone else who uses the Service through you, must be aware of the following:

17.1.1 You Must Register Your Location.
For each phone line that you utilize with Velvetel VoIP-PSTN service, you must register the physical location ("Registered Location") of your equipment with Velvetel. You must remember to update the Registered Location whenever the physical location changes. Velvetel only mechanism for routing 911 calls to the correct Public Safety Answering Point ("PSAP") or local emergency service personnel is the Registered Location for the account. Any enhanced location information passed to an emergency operator by Velvetel will be based upon the Registered Location provided to Velvetel by you. For purposes of 911 dialing, you may only register one Registered Location at a time for each phone line. YOU THEREFORE ACKNOWLEDGE AND UNDERSTAND THAT YOUR FAILURE TO PROVIDE THE CURRENT AND CORRECT PHYSICAL ADDRESS AND LOCATION OF YOUR EQUIPMENT AS THE SERVICE ADDRESS WILL RESULT IN ANY EMERGENCY CALLS YOU MAKE BEING ROUTED TO THE INCORRECT LOCAL EMERGENCY SERVICE PROVIDER.

17.1.2 911 Service.
Your 911 service with Velvetech will not be available under the following circumstances:

(a) **Relocation of Your VoIP Equipment.** If you relocate the equipment that you use to access Velvetel's VoIP-PSTN service, you must update your Registered Location. If you do not update

your Registered Location, any 911 calls you make using Velvetel's VoIP service will be routed based on your previously provided Registered Location and therefore may not be routed to the appropriate PSAP. Once you notify Velvetel of a change in your Registered Location, there may be a delay in making the new Registered Location available to properly route 911 calls.

(b) Changing Phone Number or Porting New Number. Your Velvetech VoIP 911 service will not function if you change your phone number or if you add or port new phone numbers to your account, unless and until you successfully register your location of use for each changed, newly added, or newly ported phone number unless and until you successfully register your location of use for each changed, newly added, or newly ported phone number.

Internet Connection Failure. If there is an interruption of any broadband or high-speed Internet access service used to access the Service, you will not have access to Velvetel's VoIP service during that interruption and therefore will not have access to 911 service during that interruption. In addition, because the service is dependent on the broadband connection, the availability of an adequate power supply, and correct equipment configuration, Velvetech does not guarantee that the service will be continuous or error-free.

(c) Equipment Failure and Misconfiguration. Velvetel's VoIP service will not function if the equipment on your premises or any equipment in our location fails for any reason, including but not limited to hardware or software failures or misconfiguration either by Velvetech, the customer, and/or any of our vendors.

(d) Loss of Electrical Power. Velvetel's VoIP service will not function in the absence of electrical power and you will not have phone service or 911 service during any power outage.

(e) Termination of Service. 911 service will not be available if your service has been cancelled or terminated. You acknowledge and understand that a service outage due to suspension of your account as a result of billing issues or any other reason, including, but not limited to those reasons described elsewhere in this Agreement, will prevent all service, including the limited emergency response service.

(f) Network Congestion. You acknowledge and understand that calls made using the limited emergency response service of Velvetel may be subject to network congestion and/or reduced routing speed and that the call may fail.

(g) Other Limitations. The local emergency service operator receiving Velvetel VoIP-PSTN service's 911 calls may not have a system configured for 911 services or be able to capture and/or retain automatic number or location information. This means that the operator may not know the phone number or physical location of the person who is making the Velvetel VoIP service 911 call. Due to technical factors in network design, and in the event of network congestion on the Velvetel network, there is a possibility that an Velvetel 911 call will produce a busy signal or will experience unexpected answering wait times and/or take longer to answer than 911 calls placed via traditional telephone networks. In addition, a local or national disaster and subsequent spike in the number of calls may result in long connection times, busy signals, or failures to connect.

17.1.3 You Must Notify All Users of These Limitations.

You must, and agree to, inform all potential users who may be present at the physical location where you (or your End User or customer) utilize Velvetel's VoIP service of the important differences in and limitations of Velvetel's VoIP 911 dialing as compared with basic 911 or E911 provided by traditional landline telephone service. You agree to maintain the records of each End User's affirmative

acknowledgement of these 911- related advisories.

17.1.4 You Agree to Provide Warning Labels to Your VoIP Equipment.
You agree to provide warning labels regarding the limitations or unavailability of 911 emergency dialing to your End Users or customers.

17.1.5 Alternative Arrangements.
By signing up for Velvetel's VoIP-PSTN service you understand that, if you are not comfortable with the limitations of Velvetel's 911 service, that you should always have an alternative means of accessing emergency service. In order to ensure that you have access to emergency services, you acknowledge and accept that it is your sole responsibility to purchase from a third-party separately from Velvetech traditional wireless or landline telephone service as a backup means of completing emergency calls.

17.1.6 Disclaimer of Liability and Indemnification.
Velvetech relies on third-parties for the forwarding of information underlying all routing. Velvetech and its third-party provider(s) disclaim any and all liability in the event such forwarded information or routing is incorrect. Velvetech and its officers, directors, or employees may not be held liable for any claim, damage, loss, or other cause of action, and you hereby waive any and all claims, damages, loss, or causes of action arising from or relating to Velvetel's 911 dialing. You further agree to defend, indemnify, and hold harmless Velvetech, its officers, directors, employees, affiliates, agents, and its third party provider(s) from any and all third party claims, losses, damages, fines, penalties, costs, and expenses (including, without limitation, reasonable attorneys' fees) arising out of, or resulting from (i) your failure to correctly activate 911 calling;
(ii) your provision to Velvetel of incorrect information in connection with your 911 calling or service; (iii) misrouted 911 or E911 calls; or (iv) the absence, failure, or outage of the Services, including 911 dialing and/or inability of any user of your Service to be able to dial 911 or to access emergency service personnel.

17.2 Incompatibility with Other Services.

17.2.1 Non-Voice Equipment Limitations.
You acknowledge and understand that the Service is not compatible with all non-voice communications equipment, including but not limited to some office security systems that are designed to make automatic phone calls, emergency phones in elevators, digital entertainment systems, fax machines, modems, and medical monitoring devices. By accepting this Agreement, you waive any claim you may have against Velvetech for interference with or disruption of such systems due to the Service.

17.2.2 Certain Broadband, Cable Modem, and Other Services.
There may also be other services with which our Service may be incompatible. Some providers of broadband service may provide modems that prevent the transmission of communications using the Service. We do not warrant that the Service will be compatible with all broadband services and expressly disclaim any express or implied warranties regarding the compatibility of the Service with any particular broadband service.

17.3 Number Porting.
Velvetech, and its agents, are authorized to initiate changes to telephone service and for the purpose of obtaining service records, initiate or terminate ports, or to make changes to the ways in

which your telephone numbers are routed to the extent necessary for the provision of the Services.

17.3.1 Number Transfer on Service Termination.

After you subscribe to certain Velvetel VoIP-PSTN Services, Velvetel or its providers may receive requests from other telephony providers ("Requesting Party") acting as agents on Customer's behalf to port a telephone number currently assigned to Customer to a third party provider ("Port-Out"). Velvetel will support all such requests and will cooperate with the Requesting Party to perform any Port-Out in accordance with the Requesting Party's reasonable directions and Velvetel's or its vendors' standard operating procedures. Until the effective date of Customer's proper termination (in accordance with the terms of this Agreement), Customer will: (a) remain a Velvetel customer; and (b) be responsible for all charges and fees associated with Customer's Velvetel Service. Customer will not receive any refund or partial refund or any credits for any charges already billed to Customer's account. Velvetech assumes no liability for costs associated with any numbers that cannot be ported or that Customer chooses not to port. Customer acknowledges that in the event of any account termination or cancellation, all telephone numbers associated with Customer's account may be released. Similarly, the cancellation of individual services that have associated telephone numbers will result in the release of such numbers. Customer acknowledges that it is Customer's responsibility to work with a third party provider to port out those numbers prior to Customer's termination or cancellation of Customer's account or termination of Services

17.3.2 Damages Waiver.

You agree to release Velvetech from damages of any kind, including, but not limited to, direct, consequential, and exemplary or punitive damages, in the event that either a terminating or servicing peer or a third party experiences technical difficulties that result in any or all of the following: (i) service interruption, (ii) delays in porting, (iii) delays in service, and/or (iv) lost telephone numbers.

17.4 Bring-Your-Own-Carrier.

If you elect to use any of Velvetel's Services in conjunction with a third-party communications service provider's services ("BYOC"), you understand and agree that you and that third-party carrier are solely responsible and liable for those services and how they affect your use of Velvetel's services, and that any support requests you may initiate that relate to those third-party services are only provided by Velvetech pursuant to any applicable Support Service plan to which you have subscribed. By way of example, and without limitation, if Customer elects to use Velvetel's Services in a BYOC environment, Customer understands and agrees that it is solely responsible and liable for the following services and features:

-Fraudulent usage

-Usage limits and trunking

-Rating and route selection

-MoS score and quality controls

-SIP packet debugging

-Caller ID Name support (inbound & outbound)

-E911 services-411, directory assistance, and related services

-Porting (in & out)

-Failover

-Geographic Redundancy

-T.38 and fax support

-LIDB database management

 -Caller ID privacy flag management

-CALEA

18 Velvetel Mobile Services.

By using Velvetel Mobile Services (including without limitation, the Velvetech Mobile App, Velvetel Mobile APIs, phones, and phone services) you signify your agreement to Velvetech Mobile Terms and Conditions. The Terms are subject to change at any time by Velvetech.

19 General Service Limitations and Exclusions.

Customer understands and agrees that Velvetel's Services are designed to facilitate your provision of certain unified communications services to your End Users. While the Services can be customized and applied in other use cases and configurations ("Unsupported Devices, Services and Configurations"), you understand and agree that Velvetech has no liability for, or responsibility to provide support or related services, any issues, errors or losses relating to Unsupported Devices, Services and Configurations. Velvetech will only provide Support Services for Unsupported Devices, Services and Configurations, at Velvetech's sole election and discretion, pursuant to your Support Service Plan. By way of illustration only, the following devices, services and configurations are among the types of Unsupported Devices, Services, and Configurations:

· Fax Machines

· Modems

· Security Systems

· High calls-per-second, excessive call volume, or low average call duration

· In-band DTMF detection

· Overhead paging units

· Elevator phones

· Doorbells and door openers

· Any devices not explicitly identified in our Provisioner

· PBX equipment (despite brands being listed in PBX Connector)

· Mobile devices using soft clients

· Shared-line appearance services

· Large out-call groups (such as ring groups, page groups, and similar groups to over 25 users)

· BLF subscription counts over 25 users

· Conference or audio bridge services with over 50 concurrent attendees

· Key system emulation

· Call centers, predictive or automated dialers, or similar telemarketing services

· Individual accounts with over 1,000 phones or other devices

· Individual accounts with over 1,000 DIDs

· Frequent network flaps

· Service via slow links (e.g., satellite)

· Service via unmanaged links (e.g., WiFi, Hotspots)

· Video transcoding

· Video conferencing

· G729 transcoding

· SIP Encryption support (TLS)

· WebRTC support

ADDITIONAL GENERAL TERMS

20 Proprietary Rights.

20.1 Your Data.

 Except as provided in this Section 8, we obtain no rights under this Agreement from you (or your licensors) to Your Data. You consent to our use of Your Data to provide the Services to you and any End Users.21.2 Adequate Rights. You represent and warrant to us that: (a) you or your licensors own all right, title, and interest in and to Your Data and Suggestions; (b) you have all rights in Your Data and Suggestions necessary to grant the rights contemplated by this Agreement; and (c) none of Your Data or End Users' use of Your Data or the Service Offerings will violate the Acceptable Use Policy.

20.2 Adequate Rights.

You represent and warrant to us that: (a) you or your licensors own all right, title, and interest in and to Your Data and Suggestions; (b) you have all rights in Your Data and Suggestions necessary to grant the rights contemplated by this Agreement; and (c) none of Your Data or End Users' use of Your Data or the Service Offerings will violate the Acceptable Use Policy.

20.3 Services License.

We or our licensors own all right, title, and interest in and to the Services, subject to any applicable licenses or other agreements, and all related technology and intellectual property rights. Subject to the terms of this Agreement, we grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferable license to: (a) access and use the Services solely in accordance with this Agreement; and (b) copy and use the Velvetel Content solely in connection with your permitted use of the Services. Except as provided in this Section 8.3, you obtain no rights under this Agreement from us or our licensors to the Services, including any related intellectual property rights. Some Velvetel Content and

Third-Party Content may be provided to you under a separate license, such as the Mozilla Public License, Version 1.1, or other open source license. In the event of a conflict between this Agreement and any separate license, the separate license will prevail with respect to the Velvetel Content or Third-Party Content that is the subject of such separate license.

20.4 License Restrictions.

Neither you nor any End User will use the Services in any manner or for any purpose other than as expressly permitted by this Agreement. Neither you nor any End User will, or will attempt to (a) modify, distribute, alter, tamper with, repair, or otherwise create derivative works of any Content included in the Service Offerings (except to the extent Content included in the Service Offerings is provided to you under a separate license that expressly permits the creation of derivative works), (b) reverse engineer, disassemble, or decompile the Services or apply any other process or procedure to derive the source code of any software included in the Services (except to the extent applicable law doesn't allow this restriction), or (c) access or use the Services in a way intended to avoid incurring fees or exceeding usage limits or quotas. You will not misrepresent or embellish the relationship between us and you (including by expressing or implying that we support, sponsor, endorse, or contribute to you or your business endeavors). You will not imply any relationship or affiliation between us and you except as expressly permitted by this Agreement.

20.5 Suggestions.

If you provide any Suggestions to us, we will be entitled to use the Suggestions without restriction. You hereby irrevocably assign to us all right, title, and interest in and to the Suggestions.

21. Indemnification.

21.1 General.

You will defend, indemnify, and hold harmless us and our licensors, and each of our respective employees, officers, directors, and representatives from and against any Losses arising out of or relating to any third-party claim concerning: (a) your or any End Users' use of the Services (including any activities under your Velvetech account and use by your employees and personnel); (b) breach of this Agreement or violation of applicable law by you, End Users, or Your Data; or (c) a dispute between you and any End User. You will reimburse us for reasonable attorneys' fees, as well as our employees' and contractors' time and materials spent responding to any third party subpoena or other compulsory legal order or process associated with third party claims described in (a) through (c) above at our then-current hourly rates.

21.2 Intellectual Property.

(a) Subject to the limitations in this Section 9, Velvetech will defend you and your employees, officers, and directors against any third-party claim alleging that the Velvetech Services infringe or misappropriate that third party's intellectual property rights, and will pay the amount of any adverse final judgment or settlement.

(b) Subject to the limitations in this Section 9, you will defend Velvetech, its affiliates, and their respective employees, officers, and directors against any third-party claim alleging that any of Your Data or any derivative work you create from any Velvetel Service infringes or misappropriates that third party's intellectual property rights, and will pay the amount of any adverse final judgment or settlement.

(c) Velvetech will have no obligations or liability arising from your or any End User's use of the Services after Velvetech has notified you to discontinue such use. The remedies provided in this Section 9.2 are the sole and exclusive remedies for any third-party claims of infringement or misappropriation of intellectual property rights by the Services or by Your Data.

(d) For any claim covered by Section 9.2(a), Velvetech will, at its election, either: (i) procure the rights to use that portion of the Services alleged to be infringing; (ii) replace the alleged infringing portion of the Services with a non-infringing alternative; (iii) modify the alleged infringing portion of the Services to make it non-infringing; or (iv) terminate the allegedly infringing portion of the Services or this Agreement.

21.3 Process.

The obligations under this Section 9 will apply only if the party seeking defense or indemnity: (a) gives the other party prompt written notice of the claim; (b) permits the other party to control the defense and settlement of the claim; and (c) reasonably cooperates with the other party (at the other party's expense) in the defense and settlement of the claim. In no event will a party agree to any settlement of any claim that involves any commitment, other than the payment of money, without the written consent of the other party.

22 Disclaimers.

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." EXCEPT TO THE EXTENTPROHIBITED BY LAW, OR TO THE EXTENT ANY STATUTORY RIGHTS APPLY THAT CANNOT BE EXCLUDED, LIMITED OR WAIVED, WE AND OUR LICENSORS (A) MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SERVICES OR THE THIRD-PARTY CONTENT, AND (B) DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES (I) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, (II) ARISING OUT OF ANY COURSE OFDEALING OR USAGE OF TRADE, (III) THAT THE SERVICES OR THIRD-PARTY APPS OR CONTENT WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF HARMFUL COMPONENTS, AND (IV) THAT ANY CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR ALTERED.

23 Limitations of Liability.

WE AND OUR LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER WE NOR ANY OF OUR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE SERVICES, INCLUDING AS A RESULT OF ANY (I) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICES, (II) OUR DISCONTINUATION OF ANY OR ALL OF THE SERVICES, OR, (III) WITHOUT LIMITING ANY OBLIGATIONS UNDER THE SERVICE LEVEL AGREEMENTS, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICES FOR ANY REASON; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICES; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR DATA OR OTHER DATA. IN ANY CASE, EXCEPT FOR PAYMENT OBLIGATIONS UNDER SECTION 9.2, OUR AND OUR LICENSORS' AGGREGATE LIABILITY UNDER

THISAGREEMENT, IF ANY, WILL NOT EXCEED THE AMOUNT YOU ACTUALLY PAY US UNDER THIS AGREEMENT FOR THE VELVETEL-PROVIDED SERVICE THAT GAVE RISE TO THE CLAIM DURING THE 6 MONTHS BEFORE THE LIABILITY AROSE.

24 Modifications to the Agreement.

Unless we have agreed to different terms and conditions in a separately executed Service Sales Order, we may modify this Agreement (including any Policies) at any time by posting a revised version on the Velvetech Site or by otherwise notifying you in accordance with Section 13.10; provided, however, that we will provide at least 90 days' advance notice in accordance with Section 13.10 for adverse changes to any Service Level Agreement. Subject to the 90-day advance notice requirement with respect to adverse changes to Service Level Agreements, the modified terms will become effective upon posting or, if we notify you by email, as stated in the email message. By continuing to use the Services after the effective date of any modifications to this Agreement, you agree to be bound by the modified terms. It is your responsibility to check the Velvetech Site regularly for modifications to this Agreement. We last modified this Agreement on the date listed at the end of this Agreement.

25 Miscellaneous.

25.1 Assignment.

You will not assign or otherwise transfer this Agreement or any of your rights and obligations under this Agreement, without our prior written consent. Any assignment or transfer in violation of this Section 13.1 will be void. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective permitted successors and assigns.

25.2 Entire Agreement.

This Agreement incorporates the Policies by reference and is the entire agreement between you and us regarding the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or verbal, regarding the subject matter of this Agreement (but does not supersede prior commitments to purchase Services). We will not be bound by, and specifically object to, any term, condition or other provision that is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) including, for example, any term, condition or other provision (a) submitted by you in any order, receipt, acceptance, confirmation, correspondence or other document, (b) related to any online registration, response to any request, or (c) related to any invoicing process that you submit or require us to complete. If the terms of this document are inconsistent with the terms contained in any Policy, the terms contained in this document will control, except that the Service Terms will control over this document.

25.3 Force Majeure.

We and our affiliates will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control, including acts of God, labor disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunications or internet service provider failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war ("Force Majeure Events").

25.4 Governing Law.

The laws of the State of Illinois, without reference to its conflict-of-law rules, govern this Agreement and any dispute of any sort that might arise between you and us. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

25.5 Disputes.

Any dispute or claim relating in any way to your use of the Services, or to any products or services sold or distributed by Velvetech will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this Agreement. There is no judge or jury in arbitration, and court review of an arbitration award is limited. An arbitrator can, however, award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of this Agreement as a court would. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, which are available at www.adr.org or by calling 1-800-778-7879. The AAA's rules will govern the payment of filing, administration, and arbitrator fees. We will reimburse those fees for claims totaling less than $10,000 unless the arbitrator determines the claims are frivolous or without merit. You may choose to have the arbitration conducted by telephone, based on written submissions, or at a mutually agreed location. We and you agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated, or representative action. If for any reason a claim proceeds in court rather than in arbitration, we and you waive any right to a jury trial. We and you both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

25.6 Trade Compliance.

In connection with this Agreement, each party will comply with all applicable import, re-import, sanctions, anti-boycott, export, and re-export control laws and regulations, including all such laws and regulations that apply to a U.S. company, such as the Export Administration Regulations, the International Traffic in Arms Regulations, and economic sanctions programs implemented by the Office of Foreign Assets Control. For clarity, you are solely responsible for compliance related to the manner in which you choose to use the Services, including your transfer and processing of Your Data, the provision of Your Data to End Users, and the Velvetech region in which any of the foregoing occur. You represent and warrant that you and your financial institutions, or any party that owns or controls you or your financial institutions, are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the United Nations Security Council, the U.S. Government (e.g., the Specially Designated Nationals List and Foreign Sanctions Evaders List of the U.S. Department of Treasury, and the Entity List of the U.S. Department of Commerce), the European Union or its Member States, or other applicable government authority

25.7 Independent Contractors; Non-Exclusive Rights.

We and you are independent contractors, and this Agreement will not be construed to create a partnership, joint venture, agency, or employment relationship. Neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. Both parties reserve the right (a) to develop or have developed for it products, services, concepts, systems, or techniques that are similar to or compete with the products, services, concepts, systems, or techniques developed or contemplated by the other party, and (b) to assist third party developers or systems integrators who may offer products or services which compete with the other party's products or services.

25.8 Language.

All communications and notices made or given pursuant to this Agreement must be in English.

25.9 Confidentiality and Publicity.

(a) You may use Velvetech Confidential Information only in connection with your use of the Services as permitted under this Agreement. You will not disclose Velvetech Confidential Information during the Term or at any time during the 5-year period following the end of the Term. You will take all reasonable measures to avoid disclosure, dissemination, or unauthorized use of Velvetech Confidential Information, including, at a minimum, those measures you take to protect your own confidential information of a similar nature. You will not issue any press release or make any other public communication with respect to this Agreement or your use of the Service Offerings.

(b) Except as explicitly granted herein, neither party is granted a license or other right (express, implied or otherwise) to use any trademarks, copyrights, service marks, logos, trade names, patents, trade secrets or other form of intellectual property of the other party without their express prior written authorization. Customer agrees that Velvetech may identify you using your name, trademarks and/or logos in its marketing collateral, presentations, and Sites, provided that Customer may revoke such right with written notice to us at any time. Customer further agrees that Velvetech may identify Customer using your name, trademarks and/or logos in connection with Apps that you provide or use on the Velvetel App Exchange, if you participate in any Velvetech certified or approved reseller program or campaign, and if you participate in any other sales or promotional campaigns offered by Velvetech vis-à-vis its resellers and customers.

25.10 Notice.

(c) To You. We may provide any notice to you under this Agreement by: (i) posting a notice on the Velvetech Site; or (ii) sending a message to the email address then associated with your account. Notices we provide by posting on the Velvetech Site will be effective upon posting and notices we provide by email will be effective when we send the email. It is your responsibility to keep your email address current. You will be deemed to have received any email sent to the email address then associated with your account when we send the email, whether or not you actually receive the email.

(d) To Us. To give us notice under this Agreement, you must contact Velvetech by personal delivery, overnight courier or registered or certified mail to Velvetech, LLC., Attn: Legal Notices Department, 601 Skokie Bvd, Suite 105, Northbrook, IL 60062. We may update the address for notices to us by posting a notice on the Velvetech Site. Notices provided by personal delivery will be effective immediately. Notices provided by overnight courier will be effective one business day after they are sent. Notices provided registered or certified mail will be effective three business days after they are sent.

25.11 No Third-Party Beneficiaries.

Except as set forth in Section 9, this Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.

25.12 U.S. Government Rights.

The Service Offerings are provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" with the same rights and restrictions generally applicable to the Service Offerings. If you are using the Service Offerings on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, you will immediately discontinue your use of the Service Offerings. The terms "commercial item" "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.

25.13 No Waivers.

The failure by us to enforce any provision of this Agreement will not constitute a waiver of such provision or limit our right to enforce such provision at a later time. All waivers by us must be in writing to be effective.

25.14 Severability.

If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect the intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.

26 Definitions.

"Acceptable Use Policy" or "AUP" means the policy located at https://www.velvetech.com/legal-velvetel (and any successor or related locations designated by us), as it may be updated by us from time to time. "Account Information" means information about you that you provide to us in connection with the creation or administration of your Velvetech account. For example, Account Information includes names, usernames, phone numbers, email addresses, and billing information associated with your Velvetech account.

"API" means an application program interface. "Velvetech Confidential Information" means all nonpublic information disclosed by us, our licensors, business partners or our or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. Velvetech Confidential Information includes: (a) nonpublic information relating to our licensors' or business partners' technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (b) third-party information that we are obligated to keep confidential; and (c) the nature, content and existence of any discussions or negotiations between you and us or our affiliates.

Velvetech Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been known to you at the time of your receipt from us; (iii) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (iv) can be shown by documentation to have been independently developed by you without reference to the Velvetech Confidential Information.

"Velvetel Content" means Content we or any of our licensors make available in connection with the Services or on the Velvetech Site to allow access to and use of the Services, including software; APIs; Documentation; sample code; software libraries; command line tools; proofs of concept; templates; and other related technology (including any of the fore going that are provided by our personnel).

Velvetech Content does not include the Services or Third-Party Content.

"Velvetech Marks" means any trademarks, service marks, service or trade names, logos, and other designations of Velvetech and its affiliates that we may make available to you in connection with this Agreement.

"Velvetech Site" means https://www.velvetech.com (and any successor or related site designated by us), as may be updated by us from time to time.

"Content" means software (including machine images), data, text, audio, video or images.

"Documentation" means the user guides and admin guides for the Services provided to Customer by Velvetech (possibly through online locations designated by Velvetech), as such user guides and admin guides may be updated by Velvetech from time to time..

"End User" means any individual or entity that directly or indirectly through another user: (a) accesses or uses Your Data; or (b) otherwise accesses or uses the Services under your account.

"Indirect Taxes" means applicable taxes and duties, including, without limitation, VAT, Service Tax, GST, excise taxes, sales and transactions taxes, and gross receipts tax.

"Losses" means any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees).

"Policies" means the Acceptable Use Policy, Privacy Policy and all restrictions described in the Velvetel Content and on the Velvetech Site, and any other policy or terms referenced in or incorporated into this Agreement, but does not include whitepapers or other marketing materials referenced on the Velvetech Site.

"Privacy Policy" means the privacy policy located at https://www.velvetech.com/legal-velvetel (and any successor or related locations designated by us), as it may be updated by us from time to time.

"Service" means each of the services made available by us or our licensors, including those services described in the Service Terms. Services do not include Third-Party Content.

"Service Metrics" means Service usage data related to you or your account, such as usage statistics and analytics, resource identifiers, metadata tags, security and access roles, rules, policies, and permissions.

"Service Level Agreement" means all service level agreements that we offer with respect to one or more of the Services and including in this Agreement, as they may be updated by us from time to time.

"Services" means the Services (including associated APIs), the Velvetel Content, the Velvetech Marks, and any other product or service provided by us under this Agreement.

"Service Terms" means the rights and restrictions for particular Services described in this Agreement (and any successor or related locations designated by us), as may be updated by us from time to time.

"Suggestions" means all suggested improvements to the Services that you provide to us.

"Term" means the term of this Agreement described in Section 7.1.

"Termination Date" means the effective date of termination provided in accordance with Section 7, in a notice from one party to the other.

"Third-Party Content" means Content and Services that you use or that is made available to you by any third party in connection with the Velvetech Services.

"Your Data" means Data and Content that you or any End User associated with you transfers to us for processing, storage, or hosting by us or the Services in connection with your Velvetech account and any computational results that you or any End User derive from the foregoing through the Services. Your Data does not include Account Information.