

## FUZE GENERAL TERMS AND CONDITIONS

**1. SCOPE AND APPLICATION.** These T&Cs shall apply to (a) any Order placed by a customer with Fuze and (b) any Fuze Services ordered by a customer from a Fuze Reseller, and shall include any additional applicable Specific Terms referred to herein. Fuze shall, either directly or through its authorized subcontractors, provide the Equipment and the Services in accordance with the terms of the Agreement.

### **2. INTERPRETATIONS RULES AND DEFINITIONS.**

#### **a. Interpretation:**

- i. All terms defined in the Order shall have the same meanings in these T&Cs.
- ii. Any references to \$ in these T&Cs shall be deemed to be references to the currency set out in the Order.
- iii. In the event of conflict between any components of the Agreement, the Order shall prevail over these T&Cs, the SOW and the Specific Terms.

#### **b. Definitions:**

- i. **“Acceptable Use Policy”** shall mean the policy available at [https://www.fuze.com/Fuze\\_Acceptable\\_Use\\_Policy](https://www.fuze.com/Fuze_Acceptable_Use_Policy).
- ii. **“Agreement”** shall mean, all taken together, the Order, any SOW, these T&Cs and any Specific Terms.
- iii. **“Country-Specific Terms”** shall mean the terms available at <https://www.fuze.com/countryspecificterms>.
- iv. **“DPA”** shall mean the terms available at [https://www.fuze.com/Fuze\\_Processor\\_Data\\_Protection\\_Terms](https://www.fuze.com/Fuze_Processor_Data_Protection_Terms).
- v. **“Fuze’s Product Privacy Statement”** shall mean the statement available at <https://www.fuze.com/product-privacy-statement>.
- vi. **“Fuze Reseller”** shall mean a reseller authorized by Fuze to resell Fuze services.
- vii. **“Order”** shall mean any Fuze order executed by both Customer and Fuze.
- viii. **“Reseller Agreement”** shall mean the agreement entered into between Customer and a Fuze Reseller through which Customer has purchased Fuze services.
- ix. **“Service-Specific Terms”** shall mean the terms available at <https://www.fuze.com/servicespecificterms>.
- x. **“Specific Terms”** shall mean the Acceptable Use Policy, the Country-Specific Terms, the Fuze Processor Data Protection Terms and the Service-Specific Terms.

**3. THE HUB.** Fuze grants to Customer a limited, non-exclusive, and non-transferable right to use and access the Hub for the purposes set out in the Agreement only. The first set of Services and Equipment ordered from Fuze are set out in the Order. Customer acknowledges and agrees that (a) any order of additional Equipment and any order or removal of additional Services which is made or requested by any employee or other agent of Customer through the Hub shall be binding on Customer as though made or requested by Customer itself, (b) if it automates its use of the Hub by utilising an application program interface, including, without limitation, via system for cross-domain identity management, active directory synchronisation, or a similar method of directory synchronisation, then it shall be responsible for all automated actions, whether intended or not, and all charges that result from automated actions, (c) Professional Services may be required in connection with Equipment and Services ordered through the Hub, and if required, will be at an additional cost to Customer and may require an amendment to the Order and an SOW, and (d) the Agreement shall apply to all Equipment and Services ordered by Customer, whether set out in the Order or ordered

through the Hub. Fuze and/or its licensors retain all right, title and interest (including all intellectual property rights) in and to the Hub.

**4. EQUIPMENT.** Fuze shall ship Equipment to Customer FAS origin (Incoterms 2020). Customer shall be responsible for all shipping costs and charges incurred by Fuze in connection with the delivery of any Equipment. Fuze shall provide to Customer all associated user documentation for any Equipment purchased from Fuze and shall pass-through to Customer all warranties provided by the manufacturer of the Equipment upon full payment by Customer. Any Equipment that Fuze loans or rents to Customer ("Non-Purchased Equipment") for a specific purpose must be returned to Fuze in its original condition (less reasonable wear and tear) once that purpose is met or no longer able to be met.

**5. USE AND ACCESS RIGHT.** Fuze grants to Customer a limited, non-exclusive, and non-transferable right to use and access and the Services during the Term for internal business purposes only in accordance with and subject to the terms and conditions hereof. Customer may not (and may not permit others to) copy, translate, modify or adapt the Services, incorporate the Services, in whole or any part, into any other product or service, or create derivative works based on the Services. Customer may not decompile, disassemble, reverse engineer or otherwise attempt to discover the source code for the Services or any component thereof. Fuze and/or its licensors retain all right, title and interest (including all intellectual property rights) in and to the Services.

**6. TAXES, FEES AND SURCHARGES.** Customer shall be responsible for payment of all taxes, fees and surcharges arising in any jurisdiction, however designated, imposed on or otherwise associated with the provision, sale, or use of the Services or any Equipment. These may include, without limitation: amounts for USF, recovery fees, TRS, license fees, VAT, E911, Emergency Dialing Services (as defined below), number portability, regulatory fees, PICC, or payphone surcharges, as required or permitted by applicable law, regulation or tariff. If these are payable, they will be added to relevant invoices in accordance with the Order. Fuze shall not collect taxes if Customer is exempt from paying them, provided that relevant tax exemption certificate(s) and documents are submitted to Fuze. Fuze remains entirely responsible for any taxes based on Fuze's net income.

#### **7. TERMINATION.**

- a. Either Party may terminate the Agreement upon thirty (30) days' prior written notice to the other Party if the other Party materially breaches the terms of the Agreement and fails to cure the breach within such thirty (30) day period.
- b. Either Party may terminate the Agreement upon prior written notice to the other Party if (i) the other Party dissolves or becomes insolvent or bankrupt, (ii) the other Party makes an assignment for the benefit of creditors, (iii) the other Party suspends the transaction of its usual business (in the absence of a successor) or consents to the appointment of a trustee or receiver, (iv) a trustee or receiver of the other Party is appointed, or (v) any bankruptcy, reorganization, insolvency or similar proceeding is instituted by or against the other Party and not dismissed within thirty (30) days.

**8. THIRD PARTY APPLICATIONS.** Customer may, at its option, obtain products and services from third parties which interoperate with the Services (each, a "Third Party Application"). If Customer installs or enables a Third Party Application for use with the Services, Customer grants Fuze permission to allow the provider of that Third Party Application ("Third Party Provider") to access Customer data as required for the interoperation of the Services with that Third Party Application. In addition, should a Third Party Provider cease to make its Third Party Application available for interoperation with the corresponding Service features on reasonable terms, Fuze may cease to provide those Service features without liability. Any acquisition by Customer of a Third Party Application, and any exchange of data between Customer and any Third Party Provider or its Third Party Application, shall solely be between Customer and the Third Party Provider. Fuze does not

warrant or support, and shall have no liability whatsoever in connection with, any Third Party Application, including for any disclosure, modification or deletion of Customer data resulting from access by a Third Party Provider or its Third Party Application.

## **9. EMERGENCY DIALING.**

- a. In connection with any Services for, or that allow for, the dialing of any universal emergency telephone number (e.g., 911, 112, 119, 000, 111) designated for police, fire, or other emergency services ("Emergency Phone Number") in any country ("Emergency Dialing Services"), the Parties agree to the terms set out in Exhibit 1 to these T&Cs.
- b. To the extent that either Fuze is unable to provide Emergency Dialing Services or Customer has declined Emergency Dialing Services through Fuze, Customer may, at its option, utilize third party products or services for, or that allow for, the dialing of any Emergency Phone Number in any country ("Third Party Emergency Dialing Applications"). If Customer utilizes any Third Party Emergency Dialing Applications for any reason, Customer (i) assumes all responsibility, risk and potential liability for the provisioning (or non-provisioning) of such Third Party Emergency Dialing Applications, (ii) shall indemnify and hold Fuze harmless from any claims that result from Customers' end users dialing or attempting to dial the digits of any Emergency Phone Number through such Third Party Emergency Dialing Applications or from any other person who may be affected by the dialing of the digits of any Emergency Phone Number through such Third Party Emergency Dialing Applications, and (iii) shall not deliver to Fuze, for transport and termination, any traffic in connection with any Emergency Phone Number dialed through such Third Party Emergency Dialing Applications.
- c. Customer acknowledges and agrees that it shall be solely responsible for any charges or fees associated with the ability to dial an Emergency Phone Number including, without limitation (i) charges or fees for Equipment, Services or Third Party Emergency Dialing Applications, (ii) any other charges or fees imposed, whether now or in the future, by governmental authorities in any jurisdiction, or (iii) any related assessments, takes and the like.

**10. EXPORT CONTROL LAWS.** Customer acknowledges that the Fuze software and Services are subject to U.S., Netherlands and other export control laws, including the U.S. Export Administration Regulations of the Bureau of Industry and Security ("BIS"), U.S. Department of Commerce; and economic sanctions administered by the Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury. Customer agrees to comply strictly with all such laws and regulations as they relate to the Fuze software and Services, and, to the extent consistent with the Agreement, not to download, use, reexport, or transfer the Fuze software or Services into or within Crimea, Cuba, Iran, North Korea, or Syria, or to the governments of these countries, wherever located. Customer represents that it is not identified on BIS's Denied Persons List or OFAC's Specially Designated Nationals List, nor will Customer permit the use of the Fuze software or Services by any person or entity identified on such a list. Customer further represents that it will not use the Fuze software or Services for nuclear, chemical, or biological weapons proliferation, or for missile-development purposes, nor will Customer permit the use of the Fuze software or Services by any person or entity for such uses. Customer further represents that it will not provide, export, reexport, or transfer the Fuze software or Services other than in compliance with the foregoing restrictions.

**11. COUNTRY-SPECIFIC TERMS.** The Parties acknowledge and agree that the Country-Specific Terms as updated from time to time shall apply to the provision and/or use of the Services in the Specific Countries (as defined in the Country-Specific Terms).

**12. UNAUTHORIZED USE OF SERVICES; ACCEPTABLE USE POLICY.** Customer shall bear the risk of loss for, and assumes all liability arising from, any unauthorized or fraudulent usage of Services (or any hardware or software component thereof). In addition, Customer agrees (a) to comply and ensure that its authorized users comply with the Acceptable Use Policy, and (b) not to (i) send or store malicious code in connection with the Service or otherwise interfere with or disrupt performance of the Services, (ii) use manual or automated tools to scan or probe the Service in order to determine vulnerabilities, or (iii) attempt to gain access to the Service or its related systems or networks in a manner inconsistent with the permitted use of the Service. Fuze reserves the right, but is not required, to take any and all action it deems appropriate, including, without limitation, blocking access to particular calling numbers or geographic areas or suspending access to Services (or any hardware or software component thereof), in order to prevent or terminate any fraud, abuse or illegal use of or activities in connection with the Services or any other breach of this Section, provided, however, that any such action by Fuze shall be consistent with applicable laws, rules, and regulations.

**13. SERVICE LEVEL AGREEMENT.** The Service Level Agreement applicable to the Services is set out in Exhibit 2 to these T&Cs.

**14. WARRANTIES.** Each Party represents and warrants to the other Party that it has the requisite power and authority to enter into the Agreement and to carry out all activities and transactions contemplated hereunder. Fuze further represents and warrants that Fuze shall provide the Services in a professional and workmanlike manner and in accordance with applicable industry standards. Customer further represents and warrants that it shall obtain all consents required by applicable law or regulation for the (a) processing, handling, and storage of, and similar activities in connection with, Customer and end user data by Fuze on behalf of Customer, and (b) recording and/or monitoring of any voice or video calls prior to recording and/or monitoring such calls. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OR REPRESENTATION OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. FUZE SPECIFICALLY DISCLAIMS ALL LIABILITY AND OBLIGATIONS WITH RESPECT TO ANY THIRD PARTY PROVIDERS.

**15. LIMITATION OF LIABILITY.** EXCEPT FOR INDEMNIFICATION OBLIGATIONS OR A BREACH OF CONFIDENTIALITY OBLIGATIONS, FUZE'S AGGREGATE LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED THE GREATER OF THE AMOUNTS PAID FOR SERVICES BY CUSTOMER IN THE TWELVE MONTHS PRECEDING THE FIRST CLAIM OR ONE HUNDRED THOUSAND DOLLARS (\$100,000). NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE OR PROFITS (EXCLUDING FEES DUE UNDER THIS AGREEMENT).

**16. INDEMNIFICATION.**

- a. Fuze shall indemnify, defend and hold harmless Customer from and against all claims, suits and actions brought against Customer by a third party, and all resulting liabilities, damages, losses and costs awarded by a court or included as part of a final settlement (in addition to reasonable attorney's fees and disbursements) (collectively, "Claims"), that the Services directly infringe or misappropriate the intellectual property rights of such third party or that they have violated any applicable laws or regulations; provided, however, that Fuze shall not be responsible for any Claims that result from (i) Customer's use of the Services in violation of any law, rule or regulation or in a manner that infringes or violates the rights of others or is otherwise not permitted or intended hereunder, (ii) any information, content or materials provided by Customer ("Customer Materials"), (iii) use of the Services in combination with any

content, data, products or services not supplied by Fuze, (iv) modification of the Services by Customer or anyone other than Fuze acting on Customer's behalf, or (v) use of the Services after receipt of a written notice from Fuze instructing Customer to stop using the Services. If, as the result of any Claim, Customer is prevented from using any Services, Fuze, at its sole option and expense, may: (x) procure the right for Customer to continue to use the Services; (y) replace or modify the Services so as to make them non-infringing or non-violating (without materially impacting functionality or performance); or (z) if Fuze is not able to accomplish either of the foregoing alternatives on commercially reasonable terms, terminate Customer's access to the Services and refund to Customer that portion of any prepaid amounts covering a given period which reflects the unused portion of such period. This Section sets forth Customer's sole remedies in connection with any Claims. Customer shall indemnify, defend and hold harmless Fuze from and against all claims, suits and actions brought against Fuze by a third party, and all resulting liabilities, damages, losses and costs awarded by a court or included as part of a final settlement (in addition to reasonable attorney's fees and disbursements) arising from (w) any Customer Materials, (x) Customer's violation of any applicable laws or regulations, (y) the processing, handling, and storage of, and similar activities in connection with, Customer and end user data by Fuze on behalf or at the direction of Customer, or (z) the recording and/or monitoring of Customer voice or video calls.

- b. The indemnifying Party's obligations hereunder are conditioned on the indemnified Party (i) promptly notifying the indemnifying Party in writing of the claim for which indemnification is sought, (ii) reasonably cooperating with the indemnifying Party in connection with the claim, and (iii) tendering sole control to the indemnifying Party over the defense and/or settlement of the claim. The indemnified Party shall have the right to provide for a separate defense with counsel of its own choosing at its own expense.

## **17. CONFIDENTIALITY.**

- a. "Confidential Information" means all information disclosed by or on behalf of a Party (the "Disclosing Party") to the other Party (the "Receiving Party"), excluding any information that (i) has become publicly available without breach of the Agreement, (ii) was known to the Receiving Party at the time of its receipt from the Disclosing Party, (iii) is received on a non-confidential basis from a third party who did not acquire or disclose such information by a wrongful or tortious act, or (iv) was independently developed by the Receiving Party without use of or reliance on any of the Confidential Information of the Disclosing Party. The Receiving Party hereby agrees to hold Confidential Information of the Disclosing Party in strict confidence, and to protect such Confidential Information using the same standard of care that it uses to protect its own confidential or proprietary information of a similar nature, but in no case less than a reasonable standard of care; provided, however, that Customer is solely responsible for the confidentiality and protection of user account information, including, without limitation, voicemail and Fuze-issued credentials. Except as expressly permitted by this Section, the Receiving Party agrees not to use or disclose any Confidential Information of the Disclosing Party for any purpose. Notwithstanding the foregoing, Fuze may (i) use Customer's Confidential Information as necessary for the provision of the Equipment and Services; (ii) use or disclose Customer's Confidential Information about a user for purposes of sending electronic mail to such user relating to such user's use or lack of use of the Equipment and Services; (iii) disclose Customer's Confidential Information on a "need to know" basis to its affiliates and to its and their employees, officers, subcontractors, and other agents, provided that such parties are subject to written confidentiality agreements. In addition, if the Receiving Party is required by applicable law, regulation or legal process to disclose any Confidential Information of the Disclosing Party, the Receiving Party may disclose such Confidential Information only if the Receiving Party has, to the extent legally

permissible, promptly provided the Disclosing Party with prior written notice in order to allow the Disclosing Party to seek a protective order or other appropriate remedy or waive compliance with this Section.

- b. Notwithstanding anything to the contrary contained in the Agreement, Customer acknowledges and agrees that: (i) any third parties invited by Customer to chat, message, or otherwise collaborate with Customer ("External Participants") using any of the Services, including, without limitation, "Fuze Guest" or any other features or functions of the Services, could be exposed to Customer's Confidential Information during the course of their use of the Services; and (ii) Fuze shall have no liability in connection with the disclosure of any Customer Confidential Information to External Participants or the use or disclosure of such Customer Confidential Information by External Participants.
- c. The Receiving Party acknowledges that any breach of the confidentiality obligations hereunder would cause irreparable harm to the Disclosing Party for which no adequate remedy at law exists, and the Receiving Party therefore agrees that, in addition to any other remedies available, the Disclosing Party shall be entitled to seek injunctive relief as a remedy for such breach without the necessity of posting a bond or proving actual damages.
- d. Upon the written request of the Disclosing Party, the Receiving Party shall, at the Disclosing Party's option, return or destroy all Confidential Information of the Disclosing Party in its control or possession; provided, however, that where relevant Fuze shall destroy any CCPA Personal Information (as defined below) in its possession, custody or control when such CCPA Personal Information is no longer required to perform Services. Notwithstanding the foregoing, the Receiving Party may retain, subject to the confidentiality obligations hereunder (y) Confidential Information of the Disclosing Party or electronic records containing such Confidential Information for the purposes of backup, recovery, contingency planning or business continuity planning so long as such data or records, to the extent not permanently deleted or overwritten in the ordinary course of business, are not accessible in the ordinary course of business and are not accessed except as required for backup, recovery, contingency planning or business continuity purposes; and (z) copies of the Confidential Information of the Disclosing Party which the Receiving Party may be required to maintain under applicable law or regulation or for internal auditing and compliance purposes.
- e. To the extent that the relevant law applies, the Parties acknowledge and agree that Fuze is a "service provider" as such term is defined in the California Consumer Privacy Act of 2018 (as amended) (the "CCPA"), in connection with the processing of information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, to the extent such information is subject to the CCPA ("CCPA Personal Information"). The Parties acknowledge and agree that the Services encompass any required, usual, appropriate or acceptable activities relating to the Services, including without limitation to (i) carry out the Services or the business which the Services are a part, including to provide the Equipment; (ii) carry out any benefits, rights and obligations relating to the Services; (iii) maintain records relating to the Services; and (iv) comply with any legal or self-regulatory obligations relating to the Services. Customer will be responsible for responding to any access or other rights requests from individuals related to CCPA Personal Information. To the extent necessary for Customer to fulfill its obligations under the CCPA, Fuze shall provide Customer with self-service functionality through the Services or other reasonable assistance as necessary for Customer to fulfil its obligation under the CCPA to respond to consumer requests, provided that Customer shall reimburse Fuze for any such assistance beyond providing self-service features included as part of the Services at Fuze's then-current professional services rates, which shall be made available to Customer upon request. Notwithstanding anything to the contrary in this Agreement, the

Parties acknowledge and agree that the exchange of CCPA Personal Information between the Parties in connection with this Agreement does not form part of the consideration exchanged between the Parties in respect of this Agreement or any other business dealings.

- f. Customer proprietary network information. As part of providing Services subject to the Agreement, Fuze may maintain individually identifiable information that relates to the quantity, technical configuration, type, destination, location, and amount of Customer's use of Services that is made available to Fuze by Customer solely by virtue of Fuze's performance of the Agreement (collectively, Customer Proprietary Network Information or CPNI). Fuze has a duty under U.S. federal law to protect CPNI, and Customer has certain rights to access its CPNI in Fuze's possession. Customer agrees that Fuze may provide Customer CPNI to individuals on Customer's account after Fuze has taken reasonable steps to authenticate the identity of the requester, such as (but not limited to) by requiring provision of an account password. To the extent that Customer has a dedicated account representative, or has a dedicated account representative through a Fuze Partner, Customer agrees that authentication may be accomplished by other reasonable methods such as (but not limited to) verifying the requester is initiating contact from a phone number, email, or user profile on the account or that the requester is an administrator, support representative, or other authorized individual designated by Customer. Customer understands and agrees that Customer is solely responsible for ensuring that its further use, disclosure, provision of access to, and safeguarding of CPNI disclosed by Fuze to Customer complies with all applicable law, including 47 C.F.R. Part 64 Subpart U to the extent applicable. Customer further understands and agrees that Customer is solely responsible for responding to and complying with any requests from third parties (including end users of services provided by Fuze or by Customer) that involve access to or disclosure of Customer's CPNI.

**18. AGGREGATE DATA COLLECTION AND USAGE.** Customer acknowledges and agrees that Fuze may as permitted by law (a) collect, process, use and aggregate any data used with, stored in or related to the Services, including, without limitation, telecommunications data, and create anonymized and/or aggregated data records that do not identify Customer or any natural person ("Aggregate Data"), (b) use such Aggregate Data to improve the Services, develop new services, understand industry trends, create white papers, reports, or databases summarizing the foregoing, and generally for any legitimate purpose related to Fuze's business, (c) share Aggregate Data with third parties or publish any reports, white papers or other summaries incorporating Aggregate Data, (d) use Aggregate Data to investigate and help address and/or prevent actual or potential unlawful activity, and (e) disclose Aggregate Data upon the request of a government agency, law enforcement agency, court or as otherwise required by law.

**19. DATA PROTECTION.** To the extent that Fuze and its affiliates process personal data which is subject the GDPR, the terms of the DPA shall apply. In addition, Fuze's processing of personal data, including, without limitation, CCPA Personal Information, in connection with the Services is governed by Fuze's Product Privacy Statement.

**20. PUBLICITY.** Neither Party shall make any public disclosure about the Agreement or use each other's name and logo for external purposes, including, without limitation, press releases, references and case studies, without the other Party's prior written consent. Notwithstanding the foregoing, Fuze shall have the right to use Customer's name and logo for internal purposes and for inclusion on its website's list of Fuze customers.

**21. COMMITMENTS.** Fuze has made no commitments or promises orally or in writing with respect to delivery of any future software features or functions or the continued availability of services. In relation to any future software features or functions, all presentations, request for proposal responses, and/or

product roadmap documents, information or discussions, either prior to or following the Order Effective Date, are for informational purposes only, and Fuze shall have no obligation to provide any future releases or upgrades or any features, enhancements or functions, unless specifically agreed to in writing by both Parties. Customer acknowledges that no purchasing decisions are based upon any future software features or functions. Additionally, Customer acknowledges and agrees that Fuze may at any time discontinue any of the services that Fuze provides to its customers, and that, in the event that Fuze decides to discontinue any of the Services that Customer is receiving through this Agreement (a) Fuze shall notify Customer at least three (3) months prior to the planned date of discontinuance and Customer shall be granted the right to remove the impacted Services from the Order, (b) Customer, as its sole recourse and remedy, shall be entitled to a refund of any amounts prepaid for the portion of such Services that will not be rendered, and (c) Fuze specifically disclaims all liability in connection with such Services being discontinued. In the event that Fuze discontinues access to the Fuze platform, Customer shall be granted the right to terminate the entire Agreement by giving Fuze three (3) months' written notice of termination and sub-sections (b) and (c) above shall apply.

**22. GOVERNMENT AND REGULATOR ACTIONS.** To the extent that any governmental agency or regulatory body in any country takes any action which prevents, restricts, or otherwise limits Fuze's ability to provide any Service to Customer, Fuze (a) shall have no liability in connection with the provision of, or failure to provide, such Service to Customer; and (b) may terminate the Agreement (or the applicable portion thereof) immediately and without penalty upon written notice to Customer.

**23. NOTICES.** All notices and communications under the Agreement shall be in writing and given by personal delivery, nationally recognized overnight courier service, or by registered or certified mail, return receipt requested, in each case, addressed to the Parties as set forth in the Order and by email to [legal@fuze.com](mailto:legal@fuze.com). Notice shall be deemed given upon receipt if delivered by personal delivery, two (2) business days following delivery to a courier, or two (2) business days following the date of mailing.

**24. RESELLER.** If Customer has purchased Fuze services from a Fuze Reseller, the following terms and clarifications shall apply:

- a. **T&Cs.** i) Section 4 of these T&Cs shall not apply; ii) any amounts payable by Customer in accordance with Section 6 shall be paid by Customer to the Fuze Reseller in accordance with the invoice issued by the Fuze Reseller pursuant to the Reseller Agreement; iii) any amounts owed as a refund to Customer pursuant to Sections 16 and 21 shall be issued to Customer by the Fuze Reseller; and iv) terms relating to payments, orders and jurisdiction in Section 25 shall not apply to Customer.
- b. **Exhibit 2.** i) References to "Fuze" in Section 1 of Exhibit 2 shall be interpreted as references to "Fuze Reseller"; ii) any credits issued in accordance Section 2 of Exhibit 2 shall be issued to Customer by the Fuze Reseller; iii) Sections 4 and 6 of Exhibit 2 shall not apply if Customer has purchased Fuze Reseller support services from Fuze Reseller; and iv) any references to Orders in these T&Cs shall be interpreted as references to the contractual document through which the Customer procured the Fuze services from the Fuze Reseller.
- c. **Reseller terms.** i) Any additional Fuze services shall be purchased by Customer from Reseller at a price to be determined exclusively between Customer and Fuze Reseller; and ii) Fuze shall have the right to suspend or permanently cease to provide Customer with access to the Fuze platform if Reseller requests the same from Fuze as a result of Customer failing to pay the Fuze Reseller in accordance with the terms of the Reseller Agreement.



**25. MISCELLANEOUS.** The Agreement represents the entire agreement of the Parties and supersedes all prior or contemporaneous agreements between the Parties with respect to the subject matter hereof. Any modifications to the Agreement shall be in writing signed by authorized representatives of both Parties. The pre-printed or standard terms of any purchase order or invoice shall be of no effect. The Agreement and any amendment to it, may be signed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. Except with respect to Customer's payment obligations and notwithstanding any other provision of the Agreement, a Party shall be excused from any delay or failure in performance of the Agreement to the extent such delay or failure is caused by wildfire, flood, explosion, war, embargo, pandemic, governmental order or requirement, civil or military authority, Act of God, or any other causes beyond its reasonable control. Any such delay or failure shall suspend the Agreement until the cause for the delay or failure is removed. Nothing in the Agreement shall be deemed to create any joint venture, partnership, agency, or independent contractor or other similar relationship between Fuze and Customer. No term or provision herein shall be waived, and no breach or default excused, unless such waiver or consent is in writing and signed by the Party to which it is attributed. No consent by a Party to, or waiver of, a breach or default by the other Party, whether expressed or implied, shall constitute a consent to or waiver of any subsequent breach or default. If any provision of the Agreement shall be held to be invalid or unenforceable, the invalidity or unenforceability shall not invalidate the Agreement or render the Agreement unenforceable, but rather the Agreement shall be construed as if not containing the invalid or unenforceable provision. Neither Party may assign the Agreement without the prior written consent of the other Party, which consent shall not unreasonably be withheld, conditioned or delayed; provided, that no such consent shall be required for any assignment by a Party to an entity which succeeds to all or substantially all of such Party's assets, stock or business whether by merger, sale or otherwise. The Agreement and all agreements deriving therefrom shall be interpreted, construed and enforced in accordance with the Applicable Law identified in the Order, without regard to its conflict of laws principles. In the event of a dispute between the Parties arising out of or in connection with the Agreement or from any other agreements deriving therefrom, the Parties shall use their best efforts to settle such dispute amicably. If the Parties have been unable to resolve the dispute amicably, the dispute shall be submitted to the competent court in the Jurisdiction identified in the Order. The terms of Sections 6, 9, 11 and 15-25 (including any exhibit referred to therein) shall survive the expiration or termination of the Agreement.

## Exhibit 1

### Emergency Dialing Services

CUSTOMER ACKNOWLEDGES, AGREES, REPRESENTS AND WARRANTS AS FOLLOWS.

1. CUSTOMER UNDERSTANDS THAT ANY DIALING OF AN EMERGENCY PHONE NUMBER USING EMERGENCY DIALING SERVICES IS NOT TRADITIONAL EMERGENCY DIALING. CUSTOMER UNDERSTANDS THAT FUZE CAN ONLY PROVIDE EMERGENCY DIALING SERVICES IN CERTAIN LOCATIONS, AND THAT FUZE MUST SUSPEND EMERGENCY DIALING SERVICES SHOULD THE DEVICE(S) BE PHYSICALLY RELOCATED TO AN ADDRESS WHERE FUZE CANNOT PROVIDE EMERGENCY DIALING SERVICES.
2. FUZE'S MOBILE APPLICATION ("FUZE MOBILE APPLICATION") IS NOT A REPLACEMENT FOR ORDINARY MOBILE PHONE SERVICE. CALLS PLACED TO AN EMERGENCY PHONE NUMBER THROUGH THE FUZE MOBILE APPLICATION GENERALLY CANNOT BE COMPLETED THROUGH FUZE'S NETWORK. HOWEVER, IF A RECOGNISED EMERGENCY PHONE NUMBER IS DIALED IN THE FUZE MOBILE APPLICATION (A) THE MOBILE PHONE'S NATIVE DIALER WILL BE LAUNCHED SO THE CALL CAN BE PLACED OVER THE MOBILE CARRIER'S NETWORK, AND (B) THE FUNCTIONALITY OF THE CALL SHALL BE SUBJECT TO THE MOBILE CARRIER'S TERMS, CONDITIONS, AND NETWORK AVAILABILITY.
3. THE STREET ADDRESS PROVIDED BY CUSTOMER IS THE REGISTERED LOCATION AND IS THE ADDRESS THAT WILL BE TRANSMITTED BY FUZE, WHERE TECHNICALLY FEASIBLE, TO THE EMERGENCY CALL NETWORK. CUSTOMER, AND ONLY CUSTOMER, HAS THE ABSOLUTE DUTY AND RIGHT TO NOTIFY FUZE OF ANY CHANGE IN THE REGISTERED LOCATION. CHANGES TO THE REGISTERED LOCATION MAY RESULT IN A DELAY IN MAKING THE NEW REGISTERED LOCATION AVAILABLE TO ROUTE EMERGENCY CALLS TO THE CORRECT CALL CENTER. CUSTOMER AND ITS END USERS SHOULD ALWAYS BE PREPARED TO PROVIDE LOCATION INFORMATION AND A CALLBACK NUMBER WHEN DIALING ANY EMERGENCY PHONE NUMBER.
4. CUSTOMER FURTHER UNDERSTANDS THAT EMERGENCY DIALING SERVICES ARE LIMITED BY COMPARISON TO TRADITIONAL EMERGENCY PHONE SERVICES IN MANY RESPECTS, INCLUDING, BUT NOT LIMITED TO THE WAYS DESCRIBED IN THIS SECTION. VOIP CALLS TRAVEL OVER THE INTERNET AND CAN BE SLOWED IN CASES WHERE THERE IS A NETWORK CONNECTION FAILURE, DEGRADATION OF BANDWIDTH, DENIAL OF SERVICE ATTACKS, WORMS, HACKERS, VIRUSES, OR ANY OTHER KNOWN OR UNKNOWN CONDITIONS THAT INTERFERE WITH THE SPEED OR CAPACITY OF THE INTERNET OR CUSTOMER'S DATA CONNECTION(S) INCLUDING LOSS OF ELECTRICAL POWER. THE EMERGENCY DIALING SERVICES WILL NOT WORK IF THE VOIP DEVICE IS DAMAGED OR BECOMES DEFECTIVE.
5. DUE TO TECHNICAL FACTORS AND LIMITATIONS OF THE NETWORK (A) VOIP CALLS MAY NOT BE ROUTED TO THE CORRECT EMERGENCY CALL CENTER, (B) VOIP CALLS MAY NOT BE ANSWERED WITH THE SAME PRIORITY AS OTHER EMERGENCY CALLS, AND/OR (C) CALLER INFORMATION (PHONE NUMBER / ADDRESS) IN CONNECTION WITH VOIP CALLS MAY NOT BE DISPLAYED AT THE CALL CENTER.
6. FUZE WILL MAKE AVAILABLE TO CUSTOMER, IN ELECTRONIC FORMAT, LABELS WARNING ABOUT THE LIMITATIONS OF THE EMERGENCY DIALING SERVICES. FUZE HEREBY INSTRUCTS CUSTOMER, AND CUSTOMER HEREBY AGREES, TO PLACE THE

PRINTED LABELS ON OR NEAR THE EQUIPMENT USED IN CONJUNCTION WITH EMERGENCY DIALING SERVICES AND TO ENSURE USERS OF ANY EMERGENCY DIALING SERVICES ARE AWARE OF THE LIMITATIONS OF THE EMERGENCY DIALING SERVICES.

7. CUSTOMER AGREES THAT FUZE, ITS UNDERLYING CARRIERS AND ANY THIRD PARTIES INVOLVED IN THE ROUTING, HANDLING, DELIVERY OR ANSWERING OF EMERGENCY DIALING SERVICES AND/OR EMERGENCY SERVICES SHALL NOT INCUR ANY LIABILITY, DIRECT OR INDIRECT, TO CUSTOMER, ITS EMPLOYEES, CUSTOMERS OR LICENSEES ARISING OUT OF THE PROVISION OF, OR FAILURE TO PROVIDE, EMERGENCY DIALING SERVICES TO CUSTOMER OR ITS END USERS OR TO ANY HOLDER OF A TELEPHONE NUMBER ISSUED BY FUZE PURSUANT TO THE AGREEMENT WHO DIALS OR ATTEMPTS TO DIAL THE DIGITS FOR ANY EMERGENCY PHONE NUMBER. CUSTOMER SHALL INDEMNIFY AND HOLD FUZE HARMLESS FROM AND AGAINST ANY THIRD PARTY CLAIMS, SUITS, LOSS, DAMAGE OR LIABILITY ARISING OUT OF CUSTOMER'S OR ITS END USERS', OR ANY AFFECTED THIRD PARTY'S USE OF OR INABILITY TO USE THE EMERGENCY DIALING SERVICES TO DIAL THE DIGITS FOR ANY EMERGENCY PHONE NUMBER.

## Exhibit 2

### Service Level Agreement

This service level agreement (this “SLA”) sets forth the service levels to be provided by Fuze in the delivery of the Voice Services to Customer.

#### 1. NOTIFICATION AND CREDITS.

- a. Customer may request a credit from Fuze in accordance with this SLA when Customer is adversely affected by an Outage (as defined below) in delivering the Services to Customer at a specific Customer location.
- b. Service-impacting conditions can be reported either by Customer or by Fuze. At the time Customer believes that a Service impacting condition has occurred, Customer must initiate a trouble ticket by contacting Fuze’s network operations center (“NOC”) via phone or electronic mail, as detailed in Section 6 below. If Fuze believes that a Service impacting condition has occurred, the NOC will open a trouble ticket on Customer’s behalf. Once a ticket has been opened, Fuze will notify Customer of the situation and initiate diagnostic testing and fault isolation activities to determine the nature of the Service condition.
- c. A credit requested by Customer will be applied to Customer’s first monthly invoice following Fuze’s determination that a Service impacting condition eligible for such credit has occurred. If Customer feels that Fuze has not applied a credit correctly, Customer may request a credit adjustment by contacting Fuze’s billing team within thirty (30) days of the resolution of the event for which the credit is being requested.

2. **OUTAGES.** For purposes of this SLA, an “Outage” shall mean a situation where Customer cannot place or receive calls through the Fuze platform due to a failure of one or more network components not subject to an exclusion set out in Section 5 below. Based on the amount of time of outages in a given month (“Monthly Outage Time”), Customer shall be eligible for a credit equal to a percentage of the MRC invoiced to Customer for the affected Services in such month (“MRC Percentage”). The MRC Percentage shall be as follows:

Monthly Outage Time	MRC Percentage
< 30 seconds	0%
30 seconds to 60 min	2.5%
61 min to 120 min	5%
121 min to 180 min	10%
181 min to 240 min	20%
> 241 min	35%

#### 3. NETWORK SERVICE AVAILABILITY.

- a. Fuze commits to a network service availability of 99.999% for network, call processing and control Services provided by Fuze in a calendar month (“Network Service Availability”). The Network Service Availability percentage for a given month is calculated as follows:

(((Total Minutes in Month-Maintenance Minutes-Exclusion Minutes) – (Total Outage Minutes))  
/ Total Minutes in Month-Maintenance Minutes-Exclusion Minutes)

b. Exclusions from Network Service Availability calculations are set out in Section 5 below.

#### 4. MEAN TIME TO REPAIR.

a. Fuze commits to a mean time to repair of four (4) hours for issues related to the ability to place or receive phone calls (“MTTR”), subject to the exclusions set out in Section 5 below.

b. MTTR is calculated from the time that Fuze proactively opens a trouble ticket, or Customer initiates a trouble ticket by contacting Fuze’s NOC either via phone or electronic mail, as detailed in Section 6 below, until the time that Fuze advises Customer that the affected Service is repaired or restored and updates the ticket to a “Resolved” status.

#### 5. EXCLUSIONS FROM NETWORK SERVICE AVAILABILITY AND MTTR CALCULATIONS.

Excluded from the Network Service Availability and MTTR calculations are: (i) Service suspensions for scheduled or emergency maintenance, (ii) force majeure events, (iii) local loop failures, (iv) Customer premise hardware/equipment failure, (v) faulty Customer premise wiring or facilities, (vi) the products, services, technology or infrastructure of Customer or any third party engaged by Customer, and (vii) trouble ticket open time and outages caused by Customer’s failure to follow agreed upon procedures. “Trouble ticket open time” includes those periods of time when trouble tickets are in “Customer time,” which is a point at which Customer must provide information, access, etc., so that Fuze can continue with a repair.

#### 6. SUPPORT CONTACTS AND PROCEDURES.

For all support related requests, including, without limitation, requests and questions related to Service repairs, moves, adds and changes, Customer must contact Fuze via Fuze Community at <https://fuzecommunity.force.com/support>. Customer must be able to assist in the troubleshooting process by providing a detailed description of the problem, and must be available as needed to work with Fuze personnel to facilitate the timely resolution of Service impacting problems. Customer shall also indicate the severity of the problem (indicating whether it is a “Critical Issue”) when requesting the initiation of a trouble ticket

#### 7. APPLICABILITY.

Eligibility for any credits is subject to Customer's account being held current and having no outstanding past due balance. Customer's total credit in any contract year shall not exceed sixty (60) days' fees for the covered Service type. Residual credits may not be carried over to subsequent years. The credits under this SLA shall be Customer's sole and exclusive remedy for Fuze's failure to meet the requirements of this SLA. Any disputes arising out of or relating to this SLA must be brought within fifteen (15) days of the incident giving rise to such dispute.