



MASTER SERVICE AGREEMENT

This Master Service Agreement ("Agreement") is between Votacall, Inc. ("Votacall") and the customer ("Customer") identified in the VoIP Services Agreement. The Agreement describes the Votacall services and/or products ("Services") provided by Votacall to Customer and shall be governed by the terms and conditions herein. Customer acknowledges that they are of legal capacity and hold proper officer status to enter into this Agreement. The Terms of Service are more fully described on the Votacall website, www.votacall.com/legal and shall govern and apply to Customer's use of the Votacall Services and Equipment provided by Votacall. This Agreement further incorporates the pricing and term information set forth in the VoIP Services Agreement and any additional Agreements and any applicable Service Addendum(s). Votacall may amend and update the Terms of the Service on its website and such amended terms will take effect thirty (30) days from the date the new terms are posted on the website. Customer acknowledges that Customer has reviewed the Terms of Service in this Agreement both as written herein and as more fully described on Votacall's website and agrees to and accepts the Terms of Service for Votacall and any related services and equipment.

1. TERMS AND CONDITIONS

The terms and conditions of this Agreement, and as further described on Votacall's website, together with pricing and related materials set forth in the VoIP Services Agreement along with any applicable Service Addendum(s) signed by the parties, are in lieu of and replace any and all terms and conditions set forth in any documents issued by Customer, including, without limitation, purchase orders and specifications. No waiver, amendment or addendum to this Agreement, except as delineated on the Votacall website, shall be binding on Votacall unless made in writing expressly stating that it is such a waiver, amendment or additional Service Addendum(s) and signed by an Officer of the Customer and an Officer of Votacall.

2. MONTHLY COMMITMENT LEVEL OF SERVICE

The total monthly commitment associated with this Agreement is the total monthly fee for the Votacall Services as described in the VoIP Services Agreement.

3. SERVICE FEES

Customer agrees to pay all monthly service charges, installation charges, set-up charges, usage-based charges, rental fees, and other charges and fees (collectively, "Service Fees").

4. SERVICE INITIATION AND ACTIVATION DATES

"Service Initiation Date" is the date on which the Services are setup and ready to use at the Customer site prior to the Service Activation Date. "Service Activation Date" is the date on which the Customer is able to originate and terminate communication services on the Votacall network using a ported, purchased or forwarded phone number. The Activation Date will start the contract term and Customer will be responsible for payment on applicable licensing and usage charges prior to the Service Activation Date.

5. INVOICING, PAYMENT AND DISPUTES

Billing for monthly Service Fees commences upon the Service Initiation Date. Monthly Service Fees are paid in advance of each month's service; toll charges and any other applicable usage charges are billed after the end of each month's service. A schedule of applicable fees, charges, and taxes is set forth on the Votacall website and incorporates the pricing set forth in the VoIP Services Agreement. Customer agrees to pay all invoices on the date due by automatic debit to the Customer's Corporate Credit Card, check or other means of payment approved by Votacall. See the Votacall website for a description of applicable fees. Billing Disputes must be submitted in written form to Votacall no later than ten (10) days after the invoice was issued. Customer will be responsible for paying all undisputed charges in full. Unless such claim is submitted in this manner Customer waives all rights to dispute such charges. For additional information regarding billing disputes, see Votacall's website.

6. SUSPENSION OF SERVICE

If any Customer account is thirty (30) days or more overdue (except with respect to specific charges subject to a reasonable and good faith dispute) Votacall reserves the right to suspend or disable the Services, after providing notice to Customer without liability to Votacall. Suspension or termination of the Services or this Agreement shall not relieve Customer from paying any amounts due hereunder. See Votacall website for information on terms for restoration of service.

7. TAXES AND REGULATORY FEES

Unless otherwise stated in the Order Form, Customer shall be responsible for all sales, use, value added, withholding or other taxes or duties, other than Votacall income taxes, with respect to the Services ordered. In addition to any taxes imposed by governments or regulatory agencies, Votacall reserves the right to charge other authorized regulatory fees, including, without limitation, E911 service fees, universal service fees, and regulatory recovery fees ("Fees"). Any imposition, modification or increases in Fees by a government or regulatory agency or that are intended to recover costs associated with government or regulatory programs shall become effective without notice. See Votacall website for additional details.

8. TERM OF THE AGREEMENT

This Agreement commences upon the execution of the Agreement, the VoIP Services Agreement and any applicable Service Addendum(s) and continues until all Services expire or the parties mutually terminate this Agreement. Commencement dates for services in a multi-site scenario may vary upon the dates set forth in the VoIP Services Agreement(s) and any applicable Service Addendum(s). The Initial Service Term shall begin on the Service Activation Date of each location as specified in the Service Addendum(s). The Services shall automatically renew for an additional term equal to the Initial Service Term. Customer acknowledges and agrees that Customer has not been granted any interest whatsoever (leasehold or otherwise) in any premises, real or personal property, equipment or servers of Votacall or in any personal property or server space leased by Votacall and Customer has no rights as a tenant or otherwise under any real property or landlord/tenant laws, regulations, or ordinances.

9. TERMINATION

Customer may terminate this agreement prior to the expiration of the Term in the following ways: (1) upon payment to Votacall of the Monthly Commitment Level multiplied by the number of months remaining in the Term for each service as set forth in the VoIP Services Agreement(s) and any applicable Addendum(s); (2) If Customer replaces existing Votacall Services with new Votacall Services so long as the new Term and Monthly Commitment Level is equal to or greater than the existing Term and Monthly Commitment Level. Either party may terminate this Agreement for any reason at the end of the Term by giving written notice to the other party not less than sixty (60) days and not more than ninety (90) days prior to the end of the Term. Unless terminated in accordance with this Agreement, the Agreement shall automatically be renewed for a Term equal to the initial Term. Either Party may terminate this Agreement solely in accordance with the provisions provided in this Agreement. All notices shall be provided in writing to Votacall at the address listed on the most recent monthly invoice to Customer at the last known address provided in writing to Votacall by Customer. Upon termination of Services, Customer shall within 30 days of termination return all equipment rented from Votacall in good working condition to Votacall at Customer's expense. If equipment is not returned within 30 days, Votacall will invoice Customer for the full value of the unreturned or damaged equipment which payment shall be due within 30 days receipt of invoice.

10. E911 SERVICE

By use of the Service, Customer acknowledges the limitations of E911 service as described in the E911 Policy found at: <https://www.votacall.com/911-disclosure-notice>. Customer agrees and acknowledges that while some individual services offer access to E911 service, others may not. Customer is advised to thoroughly understand the Service and the options available. By accepting this Agreement, Customer acknowledges that it has received the information regarding the limitations of E911 services, understands them, and assumes the risks associated with the E911 limitations. Votacall may disclose to the FCC that Customer has acknowledged the E911 Disclosure by virtue of Customer having accepted this Agreement. Votacall may update the E911 Policy from time to time upon notice to Customer.

11. CALLER ID DISPLAY LIMITATIONS AND COMPLIANCE

Customer acknowledges and understands that it is required to comply with all applicable laws, including Truth in Caller ID Act with regard to the caller ID information. Customer acknowledges and represents that it has sufficient broadband IP network service to support Services. Customer acknowledges and understands that Voice to Text features are provided as a convenience to the Customer and may not accurately transcribe voice, texts or messages. Customer acknowledges and understands that use of the Votacall mobile application may result in additional service charges from the mobile service provider. For further information regarding any of the provisions of this paragraph see Votacall website.

12. WARRANTY

As part of the Managed VoIP Service, Votacall provides a warranty for normal "wear and tear" and malfunctions on standard equipment supplied by Votacall for the managed VoIP service for the initial contract Term and does not apply to any renewal period. Customer shall not modify the equipment in any way without the express written permission of Votacall. Customer shall not use the equipment except with the Services provided hereunder. Votacall will attempt to resolve all issues with the Customer by having a Remote Support Engineer contact the Customer to isolate the problem. Please review the complete Warranty terms and conditions: <https://votacall.com/votacall-hosted-voip-warranty-terms-conditions/>

13. TOLL CHARGES

Every inbound and outbound call that originates or terminates in the Public Switched Telephone Network (PSTN) and/or other VoIP Networks are subject to Votacall Local, Intrastate or Long Distance per minute rate fees unless such traffic is covered by a Votacall Service Plan (See Section 14). Calls to an international phone number or a phone number that is associated with a state or region outside of the contiguous United States are not covered by any Votacall Service Plan and therefore are always considered billable events. For the complete Votacall International Rate Plan, visit our website at: <https://www.votacall.com>.

14. UNLIMITED SERVICE PLAN

All use under the Unlimited Service plan shall remain within the bounds of "Reasonable and Standard" person to person business traffic. For details and any limitations on the Unlimited Service Plan, please refer to the Terms of Service which can be found on the Votacall Website.



15. RENTAL AGREEMENT

Votacall offers a Rental Agreement for certain hardware "Rental Devices". Terms of the Rental Agreement are set forth on the Votacall Website in our Legal Section under Rental Agreement. If applicable, please reference the Votacall Website for the Rental Agreement terms. Upon signing the Master Service Agreement, you agree that you have read and understand the Rental Agreement and will abide by the Rental Agreement terms and conditions.

16. RULES OF USE

Customer agrees that it will NOT use the Services in ways that violate laws, infringe the rights of others, or interfere with the users, services, or equipment of the network. Customer agrees and represents that it is purchasing the Services and/or the Equipment for its own internal use only, and shall not resell, transfer or make a charge for the services or the equipment for its own internal use only, and shall not resell, transfer or make a charge for the Services or the Equipment without the advance express written permission of Votacall. Customer shall not use the Votacall Service to transmit any unlawful, harassing, defamatory, abusive, threatening, harmful, vulgar, obscene, indecent, or otherwise objectionable communications or material of any kind or nature. Customer further agrees not to transmit any material that encourages conduct that could constitute a criminal offense, violate the intellectual property rights of others, give rise to civil liability or otherwise violate any applicable local, state, national or international statute, regulation, or other law. Any use found to be in violation will result in termination of the Services and the contract balance will be due in its entirety. Any use of the Services or any other action that causes a disruption in the network integrity of Votacall or its vendors, whether directly or indirectly, is strictly prohibited and could result in termination of the Services at the sole discretion of Votacall. Customer understands that neither Votacall nor its vendors are responsible for the content of the transmissions that may pass through the Internet and/or the Services.

17. FRAUD

Customer agrees to notify Votacall promptly if it becomes aware of any fraudulent or unauthorized use of its account, service or equipment. Votacall shall not be liable for any damages whatsoever resulting from fraudulent or unauthorized use of Customer's account and the payment of all charges to Customer's account shall be the responsibility of Customer.

18. PRIVACY

Customer acknowledges and agrees that Votacall will provide the Services in accordance with the Privacy Policy posted on Votacall's website at: <https://votacall.com/privacy-policy/>

19. MANAGED SERVICE & SUPPORT

24x7 Technical Support is included as part of the managed Hosted VoIP Service for all products and services sold, delivered and implemented by Votacall. Votacall will not provide support on products and services that are not supplied by Votacall or if the equipment and/or onsite environment is outside of Votacall's established implementation best practices set forth on the Votacall website.

20. DISCLAIMER OF WARRANTIES AND THIRD PARTY ACTIONS

Except as expressly provided on our website, Customer acknowledges and agrees that the Services are provided on an "As Is", as available basis. Except as provided on our website specific to Equipment replacement, Votacall does not make, and hereby disclaims, any and all warranties of any kind, whether express or implied, including, but not limited to, any warranty of merchantability, fitness for a particular purpose or non-infringement or title to the maximum extent permitted by law. Votacall does not warrant that the Services will meet the Customer's requirements or that the operation of the Services will be uninterrupted or error-free. Further, Votacall does not warrant that all errors in the Services can be corrected. Customer acknowledges and agrees that Votacall does not and cannot control the flow of data between the Votacall network and third party networks. Such flow depends on the performance of third party networks and the services provided by third parties. Actions or inactions caused by these third party networks can produce situations in which Votacall customers' connections may be impaired or disrupted. Although Votacall will use commercially reasonable efforts to remedy and avoid such events, Votacall cannot issue any warranties over third party networks. Votacall disclaims any and all liability resulting from or related to the performance, nonperformance or incorrect performance of third party networks.

21. LIMITATION OF LIABILITY

At no time shall Votacall be liable for any indirect, special, incidental, consequential, punitive or exemplary damages however caused and whether in contract, tort or under any other theory of liability, including, without limitation, loss of business or potential business, goodwill, work stoppage, lost profits or revenue regardless of whether such losses were foreseeable by either party. Votacall's liability for damages arising out of any errors, mistakes, omissions, interruptions or delays in service or caused by it, its agents or contractors or any other failure to perform a duty under this Agreement shall not exceed an amount representing the proportional charge for the services applicable to the period during which the services were affected. No action against either party arising out of these Terms may be brought by the other party more than as provided for in this Agreement and if not otherwise specified, no later than one year after the cause of action has arisen.

22. INDEMNIFICATION

The Customer agrees to indemnify and hold Votacall harmless against any loss, damage or costs (including reasonable attorney's fees) incurred in connection with Claims made or brought against Votacall by a third party arising from or relating to: (i) any act, error, omission, fault, negligence or misconduct of Customer or any user of the Service or Equipment; (ii) Customer's material breach of the Rules of Use; (iii) any claim by any employee or invitee of Customer or user other than a claim based on the gross negligence or willful misconduct of Votacall; (iv) any claim by any customer of Customer, User, or any other third party relating to, or arising from, Customer's use of the Services or Equipment; or (v) violation of any law or regulation by Customer, any User, or any Customer employee, contractor, or agent.

23. SERVICE DISRUPTION

Votacall will use commercially reasonable efforts to minimize service disruptions and outages. In the event of service disruptions or outages, Customer's sole remedy, and Votacall's sole obligation, shall be to provide the service level credits and/or remedies for the applicable Service in accordance with the Service Level Agreement set forth on Votacall customer support web site <https://votacall.com/service-level-agreement/>

24. FORCE MAJEURE

Neither party will be liable for any failure or delay in its performance under the Agreement due to any cause beyond its reasonable control, including any act of war, act of God, earthquake, flood, embargo, riot, sabotage, terrorist attack, labor shortage or dispute, governmental act or failure of any third party service or network, provided that the delayed party (a) gives the other party prompt notice of such cause, and (b) uses reasonable commercial efforts to correct promptly such failure or delay in performance.

25. NOTICES

Notices regarding the following may be posted on Votacall's Terms of Service on its website: (i) modifications, impositions or increases to regulations and Fees; (ii) new or modified documentation, including but not limited to the Votacall Service Level Agreement, Privacy Policy, Warranty and other internal documents; (iii) changes to rates, other than those affecting Customer under this Agreement; and (iv) new Services and information.

26. GOVERNING LAW / RESOLUTION OF DISPUTES

The Agreement and the relationship between Customer and Votacall shall be governed by the laws of the Commonwealth of Massachusetts without regard to its conflict of law provisions, and any dispute between the parties, including Customer's failure to pay any sum due hereunder, shall be heard in the Courts of the Commonwealth of Massachusetts, Suffolk County, or the United States District Court for the District of Massachusetts. If Votacall is required to commence legal action to enforce the terms of this Agreement, Customer shall be liable for attorney's fees and costs in connection with such legal action.

27. BREACH

In the event of Customer's breach of the terms of the Agreement, including without limitation, failure to pay any sum due hereunder, Customer shall reimburse Votacall for all attorney's fees, court fees, collection, and other costs incurred in the enforcement of Votacall's rights hereunder and Votacall may keep any deposits or other payments made by Customer.

28. ENTIRE AGREEMENT

The terms and conditions of this Agreement, the VoIP Services Agreement(s) and any and all additional Agreements and applicable Service Addendum(s) constitute the entire agreement with regard to this sale and expressly supersede and replace any prior or contemporaneous agreements, written or oral, relating to the Services. This agreement shall be binding upon the heirs, successors, and assigns of Votacall, Inc. and Customer. The parties agree that any limitations of liability, exclusions, and disclaimers of warranties and indemnification obligations are essential to the parties' entering into this Agreement, will survive the termination of the Agreement, and will apply even if the Agreement is found to have failed of its essential purpose.

Official Authorization

Accepted:

Company Name

Client Signature

Print Name | Title | Date

Accepted:

Votacall, Inc.

Signature

Print Name | Title | Date