



## 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. These Terms of Service govern and apply to Customer's use of the Votacall Services and Equipment provided by Votacall. This Agreement incorporates the terms of service set forth in any Service Addendum(s) setting forth the terms of service for each Customer service location.

### 1. TERMS AND CONDITIONS

The terms and conditions stated herein, including those set forth in any Service Addendum 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. Any additional, different, or conflicting terms and conditions on any document issued by Customer at any time are hereby rejected by Votacall, and any such documents shall be wholly inapplicable to any sale made or service rendered here- under and shall not be binding in any way on Votacall. No waiver, amendment or addendum to this agreement shall not 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. Please refer to the VoIP Services Agreement or any applicable Service Addendum(s) for all descriptions and pricing. The minimum does not include fees associated with any 3rd party leasing or financing of equipment (see Votacall VoIP Services Agreement to view your Monthly Minimum).

### 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") agreed to in the initial VoIP Services Agreement and any additional Service Addendum(s).

### 4. SERVICE INITIATION DATE

"Service Initiation Date" is the date in which the Services are setup and ready to use at the customer site prior to the Service Activation Date.

### 5. SERVICE ACTIVATION DATE

"Service Activation Date" is the date in 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

### 6. INVOICING

Votacall is a Green Technology Company and will provide Customer with a monthly electronic billing statement for the Services. Such charges shall include activation fees, monthly service fees, shipping charges, disconnection fees, equipment charges, toll charges, taxes and any other applicable charges. 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. Billing for monthly service fees commences upon the Service Initiation Date.

The first month's monthly service fee shall be prorated to take into account any partial month that may occur as the result of the date monthly service fees are initiated.

### 7. PAYMENT

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. Customer shall furnish Votacall with the information necessary to initiate any ACH debits or credit card payments. Past due invoices will be charged a 1.5% late fee. 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.

### 8. SUSPENSION OF SERVICE

If any Customer account is thirty (30) days or more overdue (except with respect to specific charges under reasonable and good faith dispute) Votacall reserves the right to suspend or disable the Services, after providing notice to Customer without liability to Votacall. If Votacall reinstates a suspended account, a fee of twenty-five dollars (\$25.00) per license, DID or Extension will also be charged to activate the suspended account. Suspension or termination of the Services or this Agreement shall not relieve Customer from paying any amounts due hereunder.

### 9. 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.

### 10. TERM OF THE AGREEMENT

#### 10.1 COMMENCEMENT DATE

This Agreement commences upon the execution of the VoIP Service Agreement or the Service Addendum(s) if applicable and continues until all Services expire or this Agreement is mutually terminated by the parties. For multi-site Customers, Commencement Date for services may vary based upon the dates set forth by location specific VoIP Service Agreements and/or a Service Addendum(s) specific to each location.

#### 10.2 TERM OF SERVICES

The Service is offered for the initial service term specified in the VoIP Services Agreement. The Initial Service Term shall begin on the Service Activation Date of the first location (the "First Location") and for each additional as specified in the Service Addendum(s). Following the Initial Service Term, Services shall automatically renew for an additional term equal to the Initial Service Term as set forth in the VoIP Service Agreement and any applicable Service Addendum(s). The Initial Service Term and any Renewal Term will be collectively referred to as the "Term". Customer acknowledges that the Services are offered to Customer in consideration for the Customer's purchase of the Monthly Commitment Level for those Services for the period beginning with the Service Activation Date and continuing for the Term set forth in the VoIP Service Agreement and/or any applicable Service Addendum(s).

### 11. 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 and remain the responsibility of Customer.

## **12. TERMINATION**

Customer may terminate this agreement prior to 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 and/or for each service location as set forth in the Service 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 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.

## **13. SERVICE LEVELS**

Votacall will use commercially reasonable efforts to minimize service disruptions and outages. In the event of service disruptions or outages, Customers sole remedy, and Votacall 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/> Votacall may update the Service Level Agreement from time to time.

## **14. 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.

## **15. SERVICE REQUIREMENTS, LIMITATIONS & WARRANTIES**

### **15.1. CALLER ID DISPLAY LIMITATIONS AND COMPLIANCE**

Customer acknowledges and agrees that the disclosure and/or display of information related to the origination of calls, messages, and other communications (including without limitation "Caller ID" information) may be subject to legal requirements, including without limitation those related to the accurate display of such information or the enforcement of certain privacy instructions, settings, etc. Customer agrees to comply with all such applicable Laws and implementing regulations, including without limitation the Truth in Caller ID Act. Votacall has no obligation to disclose, display, or transmit any such information for or in connection with any Customer Communication. Customer agrees to indemnify and hold harmless Votacall from any and all third party claims, losses, damages, fines, or penalties arising out of Your breach of this Section.

### **15.2. VOICE-TO-TEXT**

Customer acknowledges and agree that: (i) any and all Voice/Text Features are provided merely as a convenience and may not accurately transcribe voice content, articulate text messages, or perform such functionality for all voice content or text messages or for the entirety of voice content or text messages; (ii) Customer cannot rely on any Voice/Text Feature to perform such accurate transcription or articulation; and (iii) You and all End Users shall be responsible for reviewing and/or listening to the original content of any Customer Communication or other media as necessary or appropriate to prevent You, any End User, or any other party from incurring any cost, expense, liability, loss, damage, or harm.

### **15.3. IP NETWORK SUFFICIENCY**

Customer acknowledges and agree that: (i) the Plan Services require a properly-configured, high performance, enterprise-grade broadband IP network and connection; (ii) use of the Plan Services with any lesser network, services, or connection may result in partial or complete unavailability, interruption, or under performance of the Plan Services or other services utilizing the same network, services, or connection

### **15.4. USE OF MOBILE APPLICATION**

Votacall GO! Mobile Application can be configured to make or receive calls on Your 3G or 4G network using Customer data service, and may result in additional data usage fees from Your mobile service provider. You can disable 3G/4G calling by configuring the Mobile Application to make/receive calls only over a wi-fi connection. Configuring the Mobile Application to disable VoIP calling will result in Votacall GO! making/receiving calls using Customer voice connection from Customer mobile service provider; this may result in additional voice minute usage fees from Your mobile service provider.

### **15.5. 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/>

## **16. TOLL CHARGES**

Every inbound and outbound call that originates or terminates in the Public Switched Telephone Network (PSTN) and/or other VoIP Networks will be subject to Votacall Local, Intrastate or Long Distance per minute rate fees. Calls to an international phone number or a phone number that is outside of the contiguous United States will be charged usage fees associated with the Votacall International Rate Plan. The duration of each call is to be calculated in 6 second increments and rounded up to the nearest six second increment for any fraction of seconds used. If the computed charge for a call includes a fraction of a cent, the fraction is rounded up to the nearest whole cent. If the computed charges for taxes and surcharges include a fraction of a cent, the fraction is rounded up to the nearest whole cent. When Customer dials an International PSTN phone number, charges may apply regardless of whether the party on the other line answers the call. Calls made by a Customer to an International mobile, rather than landline or premium rate telephone number may result in higher toll charges.

## **17. UNLIMITED SERVICE PLAN**

All use under the Unlimited Service plan shall remain within the bounds of "Reasonable and Standard" person to person business traffic. Unlimited Voice Service shall not include certain activities including, but not limited to, any auto-dialing, continuous or extensive call forwarding, telemarketing, including charitable or political solicitation or polling, call center operations either inbound non-toll free traffic or outbound traffic and fax blasts or excessive faxing to a distribution list when using the Votacall vFaxPro Cloud Fax product. Votacall reserves the right to at any time enforce this policy in accordance with the following terms. If the average voice usage exceeds 3000 minutes per extension or 500 pages per vFaxPro Account within any thirty (30) day period, such use shall be deemed excessive and outside of Reasonable and Standard person to person business traffic. In this instance, Customer agrees to pay a per minute fee for use in excess of these established levels at the standard local and long distance rates. If use continues to be outside of "Reasonable and Standard" person to person business traffic, Votacall reserves the right to alter Customer's Service(s) to a metered plan or to terminate Service.

## **18. 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 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. Customers further agree 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.

#### **19. 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/>

#### **20. MANAGED SERVICE & SUPPORT**

##### **20.1. TECHNICAL SUPPORT**

Votacall provides technical support to Customers via telephone and e-mail for the Services and the Equipment provided hereunder. Support for other applications and uses is not provided or implied.

##### **20.2 UNMANAGED ENVIRONMENT**

Remote VoIP Phones, VoIP Phones utilizing Residential Internet Access or VoIP Phones that are not behind a Votacall Managed Router will be considered outside of best practice implementation, use and will be considered an unmanaged environment. If customer elects to not purchase data services from Votacall, then Votacall assumes that Customer is managed service. If Customer utilizes a Votacall VoIP Phone(s) in one of the unmanaged environments described above, Votacall will only be responsible for Tier 1 (basic) technical support. Customer understands that the managed service requires a managed environment and that Votacall will not be held responsible for problems as a result of a 3rd-Party provider or Carrier, residential environment, unmanaged environment or any Votacall VoIP Equipment that resides outside of our best practice implementation.

#### **21. DISCLAIMER OF WARRANTIES**

Except as expressly provided in Section 15.5 and on our website, Customer acknowledges and agrees that the Services are provided on an "As Is", as available basis. Other than the terms provided in Section 15 and 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.

#### **22. DISCLAIMER OF THIRD PARTY ACTIONS**

Customer acknowledges and agrees that Votacall does not and cannot control the flow of data between Votacall network and third party networks. Such flow depends on the performance of third party networks and the services provided or controlled by third parties. Action 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 these third-party networks or any disruptions that may occur. Therefore, without limiting the generality of section 16 above, Votacall disclaims any and all liability resulting from or related to the performance, nonperformance or incorrect performance of third party networks.

#### **23. 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.

#### **24. INDEMNIFICATION**

##### **24.1. VOTACALL'S INDEMNIFICATION OF CUSTOMER**

Votacall shall indemnify and hold harmless the Customer against any loss, damage or cost (including reasonable attorney's fees) incurred in connection with claims, demands, suits or proceedings ("Claims") made or brought against Customer by a third party arising from damage to tangible personal property located at, or from injury to or the death of any person occurring at, Customer's premises that result from only the gross negligence or willful acts or omissions of Votacall that occurred in the course of the performance of Service installation or maintenance work at the Customer's premise.

##### **24.2. CUSTOMER'S INDEMNIFICATION OF VOTACALL**

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.

##### **24.3. MUTUAL PROVISIONS**

Each party's indemnity obligations are subject to the following: (i) the aggrieved party shall promptly notify the indemnifier in writing of the Claim; (ii) the indemnifier shall have sole control of the defense and all related settlement negotiations with respect to the Claim (provided that the indemnifier may not settle or defend any Claim unless it unconditionally releases the aggrieved party of all liability); and (iii) the aggrieved party shall cooperate fully to the extent necessary, and execute all documents necessary for the defense of such Claim.

#### **25. 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.

#### **26. NO LEASE**

Except as otherwise provided herein, the Agreement is a services agreement and is not intended to and will not constitute a lease of any real or personal property. In particular, 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 (except for the Equipment rental), and Customer has no rights as a tenant or otherwise under any real property or landlord/tenant laws, regulations, or ordinances.

#### **27. NOTICES**

Notices regarding the following may be posted on Votacall's 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. Notices regarding (a) material changes to this Agreement; (b) internal or external change required to be in writing, will be in writing and deemed to have been given if delivered personally, by

email or facsimile, or on the third day after mailing by first-class, registered or certified mail, postage prepaid to either Party at the provided addresses changes materially impacting Votacall's ability to do business; (c) breach; (d) termination; or (e) any other material information required to be in writing, will be in writing and deemed to have been given if delivered personally, by email or facsimile, or on the third day after mailing by first-class, registered or certified mail, postage prepaid to either Party at the provided addresses.

**28. GOVERNING LAW / RESOLUTION OF DISPUTES**

The Agreement and the relationship between Customer and Votacall shall be governed by the laws of the State of Massachusetts without regard to its conflict of law provisions. and that 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 Commonwealth 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.

**29. 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 by Votacall in the enforcement of Votacall's rights hereunder and Votacall may keep any deposits or other payments made by Customer.

**30. ENTIRE AGREEMENT**

The terms and conditions of this Agreement and any and all 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.

**31. SURVIVING PROVISIONS**

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.

