



Master Services Agreement

CLIENT INDICATES THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE LEGALLY BOUND BY THIS AGREEMENT, INCLUDING THE FOLLOWING TERMS AND CONDITIONS. PROVISION OF ANY SERVICES BY UNIFIED OFFICE IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS.

Terms and Conditions

- Definitions.** Unless otherwise defined in the glossary in Section 26 below, the capitalized terms used in this Agreement shall be defined in the context in which they are used.
- Scope of Services.** Subject to the terms and conditions of this Agreement, Unified Office agrees to perform the Services as described in one or more Service Orders entered into by the Parties from time to time (each, a “*Service Order*”). To the extent there is a conflict between the terms of this Agreement and any Service Order, the terms of this Agreement shall prevail. Each Service Order shall only be effective if executed by Unified Office’s duly authorized representative. All Service Orders are subject to acceptance by Unified Office in Unified Office’s sole discretion and are subject to an overall credit limit as determined by Unified Office from time to time. Upon the last date of signature by the Parties, each Service Order shall be deemed to be incorporated into this Agreement as sequentially numbered exhibits. Any non-Unified Office purchase orders or similar forms used by Client hereunder shall be solely for Client’s convenience; all additional or conflicting terms therein shall be deemed to be void and of no effect.
- License.** Subject to the terms and conditions of this Agreement, Unified Office grants to Client a limited, non-transferable, non-exclusive license, without the right to sublicense, to access and use the Services provided by Unified Office in their intended manner in accordance with Unified Office’s policies set forth in the AUP, and the other terms and conditions of this Agreement. Client shall not: (i) use the Services in a resale capacity, (ii) modify, decompile, reverse engineer, disassemble, attempt to discover the source code of, or create derivative works based on, any of the Services or any part thereof, including any Unified Office Equipment provided to Client, or (iii) disable or circumvent any access control or related device, process or procedure established with respect to the Services or any part thereof. Upon expiration or termination of this Agreement for any reason, Client’s license to use the Services and Unified Office Equipment shall immediately terminate, and Client shall cease all use of the Services and Unified Office Equipment.
- Payments.** Client agrees to pay all amounts due, including any late payment fees, as are specified in this Agreement and in each Service Order, as applicable. If any authority imposes a regulatory surcharge, duty, tax or similar amount (other than based on Unified Office’s net income), Client agrees to pay, or to promptly reimburse Unified Office for, all such amounts. Payments shall be made in the manner, and on the dates, set out in each Service Order. Late payments are subject to an interest charge, which is the lower of: (i) 1.5% per month, or (ii) the maximum legal rate. If any unpaid amounts are referred to collection, Client shall reimburse Unified Office for all costs and expenses of collection, including all reasonable attorneys’ fees incurred therefor. Unified Office reserves the right to suspend any or all Services until overdue accounts are paid in full.
- Term.** This Agreement shall commence on the Effective Date and shall continue until the expiration of the “Subscription Period” of each outstanding Service Order (the “*Initial Term*”). This Agreement shall automatically renew for additional one-year period(s) (“*Renewal Term*”) unless either party gives at least sixty (60) days written notice of non-renewal prior to the end of the Initial Term or any Renewal Term. The Initial Term and any Renewal Term(s) shall collectively be referred to as the “*Term*”. Notwithstanding the foregoing, this Agreement shall be subject to termination in accordance with Section 17 below.
- Ownership.** As between the Parties, the Services and Unified Office Equipment provided by Unified Office are, and at all times shall remain, Unified Office’s sole and exclusive property, including all copyrights and other intellectual property rights therein or thereto. Except as otherwise expressly provided, Client agrees that neither Client nor any third party (“*Third Party*”) shall obtain any express or implied rights in or to any part of the Services or Equipment. All rights not expressly granted are reserved by Unified Office. Client may not (i) attempt to sell, charge or encumber any Services or Unified Office Equipment or (ii) add to, modify, or interfere with Services or Unified Office Equipment, or allow any Third Party (other than someone authorized by Unified Office) to do so.
- Installation; Provision of Equipment; Equipment Return.** (A) Any Unified Office Equipment for use on Client premises in connection with the Services which Unified Office agrees to provide pursuant to executed Service Orders will be delivered, installed and maintained by Unified Office. Client will be responsible for preparing its site for installation, for providing adequate space, foundations, heating and cooling, broadband internet access and electrical power, and for affording Unified Office or its agents access to the premises for installation and maintenance. (B) Client will be liable for the costs of repair or replacement of Unified Office Equipment if damaged or lost due to theft, negligence, intentional acts, unauthorized acts or other causes within the reasonable control of Client, its agents or employers. (C) Within five (5) business days following the date of termination of this Agreement, Client will return or make available to Unified Office any Unified Office Equipment for removal, in the same condition as originally installed (ordinary wear and tear excepted), or Client will pay for the restoration of the Unified Office Equipment to original condition.
- Confidentiality.** Unified Office and Client each agree to use reasonable efforts to maintain the other’s Confidential Information in confidence and to not use or disclose any portion of the other Party’s Confidential Information to Third Parties, except as reasonably necessary to perform this Agreement and as expressly authorized in this Agreement. Unified Office and Client agree that, upon termination of this Agreement, each will return any Confidential Information received from the other party in the course of this Agreement. The Confidential Information shall remain the sole property of the disclosing party, and no license is granted to the recipient under any intellectual property rights or other proprietary rights by the disclosure of any Confidential Information, nor is any warranty made as to such information.
- Remote System Monitoring.** Client acknowledges and agrees that Unified Office may in its sole discretion remotely monitor the Unified Office Equipment and any other equipment, systems and software used to provide Services in order to (i) monitor quality of the Services, such as with respect to voice quality parameters, (ii) monitor and generate call volume and usage statistics, and (iii) ensure Client’s compliance with the AUP and any other limitations on the use of Services.

10. **Client Warranties.** Client warrants and covenants that: (i) it has obtained all authorization(s), consents, permissions and licenses necessary to perform this Agreement fully, consistent with applicable laws, (ii) this Agreement will constitute valid and binding obligations of Client, enforceable against it in accordance with its terms, and (iii) it shall comply with Unified Office's policies set forth in the AUP, and the other terms and conditions of this Agreement. Unified Office warrants that the Services will be performed with reasonable skill and care in a professional and workmanlike manner and that it will use reasonable efforts to restore Services in the case of failure.
11. **Disclaimer of Warranties.** CLIENT ACKNOWLEDGES AND AGREES THAT THE SERVICES AND THE UNIFIED OFFICE EQUIPMENT ARE PROVIDED "AS IS" AND "WITH ALL FAULTS." WITHOUT LIMITING THE FOREGOING, UNIFIED OFFICE MAKES NO WARRANTIES REGARDING (AND WILL HAVE NO LIABILITY TO CLIENT WITH RESPECT TO) THE SERVICES OR THE UNIFIED OFFICE EQUIPMENT, INCLUDING THEIR AVAILABILITY OR RELIABILITY, AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, CONDITIONS AND LIABILITIES WITH RESPECT THERETO, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED OR OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. UNIFIED OFFICE DOES NOT WARRANT ANY PARTICULAR RESULTS THAT MAY BE OBTAINED BY THE USE OF THE SERVICES OR THE UNIFIED OFFICE EQUIPMENT OR THAT THE SERVICES OR ASSOCIATED SYSTEMS AND EQUIPMENT WILL OPERATE IN AN ERROR-FREE OR UNINTERRUPTED MANNER, OR IN COMBINATION WITH THIRD PARTY PRODUCTS. While Unified Office may implement certain agreed upon security measures for Client, Unified Office does not warrant or guaranty secure operation of the Services or of any systems, or that it will be able to prevent service disruptions or unauthorized access.
12. **Patents and Copyrights.** If an unaffiliated Third Party claims that any of the Services or Unified Office Equipment infringe on that party's U.S. copyright or patent, Unified Office will, at Unified Office's expense, defend Client against that claim and pay all costs, losses, damages, and attorneys' fees that a court finally awards, and all associated settlements. If such a claim is made or appears likely to be made, Client agrees to permit Unified Office to enable Client to continue to use the affected Services or Unified Office Equipment, or to modify them to make them non-infringing, or to replace them with another service that is substantially a functional equivalent. If Unified Office determines that none of these options is reasonably available, then Unified Office may terminate this Agreement in whole or with respect to the affected Services or Unified Office Equipment and no further payment obligations shall be due from Client therefor. **THIS IS UNIFIED OFFICE'S ENTIRE OBLIGATION AND LIABILITY REGARDING INFRINGEMENT OR CLAIMS OF INFRINGEMENT.** Notwithstanding the foregoing, Unified Office will have no responsibility for (x) any use of the Services or Unified Office Equipment or any deliverable thereof after Unified Office has notified Client to discontinue use, or (y) alteration or combination of the Services or Unified Office Equipment or a deliverable with Third Party materials, or any misuse or unauthorized use of such Services or Unified Office Equipment.
13. **Client Indemnity.** Client will, at its expense, defend Unified Office against all claims by Third Parties arising from or related to any use or misuse of the Services or Unified Office Equipment, and Client shall pay costs, losses, damages, and reasonable attorneys' fees that a court finally awards, and all associated settlements.
14. **Indemnification Procedure.** The indemnification obligations under Sections 13 and 14 are conditioned on the indemnifying Party receiving (i) prompt written notice of the claim, (ii) the necessary assistance, information and authority to defend the claim and perform its obligations, and (iii) control of the defense and settlement of such claim and all associated negotiations. No indemnifying Party shall, without the prior written consent of the indemnified party, effect any settlement, compromise or consent to the entry of judgment in any pending or threatened action, suit or proceeding in respect of which any indemnified Party is or could have been a party and indemnity was or could have been sought under Sections 13 or 14 by such indemnified Party, unless such settlement, compromise or consent includes an unconditional release of such indemnified Party from all liability on claims that are the subject matter of such action, suit or proceeding.
15. **Limitation of Liability.** In no event will Unified Office's total, aggregate liability arising from or related to this Agreement on any legal or equitable theory whatsoever (including for negligence, strict liability, breach of contract, misrepresentation, and other contract or tort claims), exceed the lesser of (i) the amount of direct damages actually incurred by Client or (ii) the amount of Services fees paid to Unified Office for the specific Service under which the damages arose during the six (6) months immediately preceding the earliest event giving rise to the damages. **UNDER NO CIRCUMSTANCES SHALL UNIFIED OFFICE OR ITS SUPPLIERS OR LICENSORS BE LIABLE FOR ANY OF THE FOLLOWING: (i) THIRD PARTY CLAIMS OTHER THAN THOSE IDENTIFIED IN SECTION 12, (ii) LOSS OR DAMAGE TO ANY RECORDS, DATA OR INVENTORY, (iii) ANY DAMAGES CAUSED BY DELAY IN DELIVERY, INSTALLATION, OR FURNISHING OF SERVICES HEREUNDER, (iv) ANY DELAY, LOSS, DAMAGE OR SERVICE FAILURE ATTRIBUTABLE TO ANY SERVICE, PRODUCT OR ACTIONS OF ANY PERSON OTHER THAN UNIFIED OFFICE, ITS EMPLOYEES AND AGENTS, INCLUDING BUT NOT LIMITED TO DELAY, LOSS, DAMAGE OR SERVICE FAILURE ATTRIBUTABLE TO COMPUTER VIRUSES, WORMS, COMPUTER SABOTAGE, "DENIAL OF SERVICE" ATTACKS, DNS SPOOFING ATTACKS AND/OR OTHER HACKING ATTACKS OF A SIMILAR NATURE, (v) ANY LOSS OR DAMAGE RELATING TO ANY WARRANTY OR LIABILITY DISCLAIMED PURSUANT TO SECTION 11, OR (vi) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES (INCLUDING LOST PROFITS AND LOST SAVINGS), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
16. **Additional Services.** All requests for additional or changed Services shall be submitted to Unified Office in writing. If applicable, the Parties will use reasonable efforts to negotiate a new Service Order or written amendment to this Agreement for such changed or additional Services. Any such new Service Order or amendment shall be effective only when mutually executed; Unified Office shall have no obligations in the absence of a mutually executed amendment or new Service Order. All changed and additional Services shall be charged at Unified Office's then-current rates.
17. **Termination.** Client may terminate this Agreement in its entirety upon thirty (30) days' prior written notice to Unified Office if Unified Office materially breaches this Agreement or the terms of a Service Order and does not cure such breach within thirty (30) days following receipt of notice specifying the breach (in which case the Agreement shall terminate at the end of such period). Unified Office may terminate this Agreement in its entirety upon thirty (30) days' prior written notice to Client if Client materially breaches this Agreement or the terms of a Service Order and does not cure such breach within thirty (30) days following receipt of notice specifying the breach (in which case the Agreement shall terminate at the end of such period); provided, however, that if Client (X) fails to comply with the AUP or (Y) fails to make payment in accordance with Section 4 within five (5) days

following Client's receipt of notice of such non-payment, then Unified Office, in its sole discretion, may terminate this Agreement in its entirety immediately upon notice to Client; and further provided, that, in lieu of any termination of this Agreement as provided above in this Section 17, Unified Office may, in its sole discretion, elect instead to take remedial measures such as suspending or otherwise restricting Client's access to any of the Services for any period of time or terminating only those Service Orders that are the subject of the breach, provided that such suspension, restriction or Service Order termination shall not prevent Unified Office from subsequently terminating the entire Agreement as a result of such breach. Upon any termination of this Agreement: (i) all outstanding Service Orders shall automatically and immediately terminate, (ii) Client shall promptly pay all amounts accrued or otherwise owing to Unified Office for the terminated Services or otherwise as of the effective date of such termination, and (iii) Client shall cease all use of the Services and Unified Office Equipment, and Unified Office may remotely disable components of the Services and may cancel all telephone lines. In the event of any termination of this Agreement by Unified Office for Client's breach, Client hereby agrees and acknowledges that, notwithstanding the termination of Services and removal of all Unified Office Equipment from Client premises, Client shall be obligated to pay the monthly Service fees set forth in each Service Order for the duration of the Subscription Periods applicable to such Service Orders, unless Client shall cure such breach within 30 days following such termination. Sections 1, 4, 6-8, 10-15, 17-24 and 26 shall survive any termination or expiration of this Agreement.

18. **Compliance with Laws.** The Services are provided solely for lawful purposes and use. Without limiting the other terms of this Agreement, Client shall be solely responsible for, and agrees to comply with, all laws, statutes, ordinances and/or regulations (including without limitation the laws and regulations governing export control, unfair competition, anti-discrimination, false advertising, privacy and data protection, and publicity) (collectively, "**Laws**") applicable to Client's business and its use of the Services. The Parties agree that Unified Office may in its sole discretion make changes to any of the Services from time to time as may be reasonably necessary or appropriate for Unified Office to comply with applicable Laws. The Parties further agree that if a change in applicable Laws makes the continued performance of this Agreement (or any part thereof), in Unified Office's sole reasonable discretion, unduly burdensome or unlawful, Unified Office may terminate this Agreement in whole or in part upon notice to Client.
19. **Complete Agreement.** This Agreement, including its Exhibits, Annexes and executed Service Orders (the terms of which are incorporated herein), and the AUP are collectively the Parties' complete agreement regarding its subject matter, superseding any prior oral or written communications. Amendments or changes to this Agreement must be in mutually executed writings to be effective.
20. **Independent Contractors.** The Parties are independent contractors for all purposes under this Agreement. Neither Party has the authority to bind the other Party or to incur any obligation on behalf of the other Party or to represent itself as the other's agent or in any way that might result in confusion as to the fact that the Parties are separate and distinct entities.
21. **Governing Law; Severability.** This Agreement shall be governed in all respects by the laws of the State of New Hampshire, without regard to choice-of-law rules or principles. Any dispute arising out of or related to this Agreement shall be resolved only in the state or federal courts having jurisdiction in New Hampshire. If any provision of this Agreement is held to be illegal or unenforceable for any reason, then such provision shall be deemed to be restated so as to be enforceable to the maximum extent permissible under law; the remainder of this Agreement shall remain in full force and effect.
22. **Notices.** Any notices, requests and other communications required or permitted to be made under this Agreement shall be in writing and may be delivered personally or sent by certified mail, or by a nationally recognized overnight delivery service, to the address specified herein or such other address as a party may specify in writing. Such notices will be effective upon receipt, which may be shown by confirmation of delivery. All notices to Unified Office shall be sent to the attention of Legal Department.
23. **No Waiver.** The waiver by either Party of any breach of this Agreement by the other in a particular instance will not operate as a waiver of subsequent breaches of a same or different kind. The failure of either Party to exercise any rights under this Agreement in a particular instance will not operate as a waiver of right to exercise the same or different rights in any subsequent instance.
24. **Assignment.** Client may not assign or otherwise transfer this Agreement without Unified Office's prior written consent. This Agreement shall be binding upon and inure to the benefit of the Parties' successors and permitted assigns.
25. **Force Majeure.** Neither Party shall be liable for any delay or failure due to force majeure and other causes beyond its control, including for acts of God, labor disputes, changes in government policy/law, war, epidemics, acts or omissions of vendors or suppliers, disruptions caused by failures of the Internet or service providers (including those providing electricity, telecommunications links and/or Internet connectivity), or other occurrences which are beyond its reasonable control. This provision shall not apply to any of Client's payment obligations. Failure of either Party to perform under this Agreement because of the occurrence of an event of force majeure lasting more than forty-five (45) days will, upon twenty-four (24) hours' written notice to the other, represent a ground for termination only of the Service affected by such event (and not of the entire Agreement).
26. **Glossary.**

- "**Client**" means the person, business, or operating entity that subscribes to the Unified Office Services.
- "**Effective Date**" means the date on which an initial Service Order is accepted by an authorized representative of Client, and as approved by Unified Office.
- "**AUP**" means Unified Office's "Acceptable Use Policy", set forth on Exhibit 1.
- "**Confidential Information**" means non-public information that a Party provides and reasonably consider to be of a confidential, proprietary or trade secret nature, including but not limited to the Services, as well as Unified Office's (and Unified Office's licensors') marketing, engineering and other plans, financial statements and projections, customer and supplier information, research, designs, plans, compilations, methods, techniques, processes, procedures, and know-how, whether in tangible or intangible form, and whether or not stored, compiled or memorialized physically, electronically, graphically, photographically, or in writing. Confidential Information shall not include Non-Confidential Information.
- "**Non-Confidential Information**" means information which: (i) is, as of the time of its disclosure or thereafter becomes part of the public domain through no fault of the receiving party; (ii) can be demonstrated by credible evidence: (x) as rightfully known to the receiving party prior to the time of its disclosure, or (y) to have been independently developed by the receiving party; (iii) is subsequently learned from a Third Party not under a confidentiality obligation to the disclosing party; or (iv) is required to be disclosed pursuant to a duly authorized subpoena, court order, or government authority, provided that the receiving party has provided

prompt written notice and assistance to the disclosing party prior to such disclosure, so that such party may seek a protective order or other appropriate remedy to protect against disclosure.

- “*Services*” means, collectively, the voice-over IP services described in the Service Orders that Unified Office provides subject to the terms and conditions of this Agreement, the applicable Service Order(s), and Unified Office’s applicable standard policies and procedures in effect at the time such services are ordered.
- “*Third Party Products*” means, collectively, any non-Unified Office software, or other Third Party products or services.
- “*Unified Office*” means Unified Office, Inc., a Delaware corporation having its principal office at 20 Trafalgar Square, Suite 471, Nashua, NH 03063.
- “*Unified Office Equipment*” means equipment, including software embedded therein, provided to Client for use by Client in connection with Unified Office’s provision of the Services which is so identified in a Service Order.

Exhibit 1

ACCEPTABLE USE POLICY

You are prohibited from violating, or attempting to violate, the security of the Services and the Unified Office Equipment. Any such violations may result in criminal and civil liabilities to you. We will investigate any alleged violations, and, if a criminal violation is suspected, we will cooperate with law enforcement agencies in their investigations. Violations of the security of the Services and the Unified Office Equipment include, without limitation, the following:

- Using or attempting to use the Services or the Unified Office Equipment for predictive dialing, creating phone SPAM, or any other similar purpose that is not expressly permitted by Unified Office
- Logging into a server or account that you are not authorized to access;
- Accessing data or taking any action to obtain services not intended for you or your use;
- Attempting to probe, scan, or test the vulnerability of any system, subsystem or network;
- Tampering, hacking, modifying or otherwise corrupting or breaching security or authentication measures without proper authorization; and
- Transmitting material that contains viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines or engines with the intent or effect of damaging, destroying, disrupting or otherwise impairing a computer's functionality or the operation of the Services or the Unified Office Equipment;
- Interfering with, intercepting or expropriating any system, data or information; or
- Interfering with service to any user, host, or network including, without limitation, by means of overloading, "flooding," "mailbombing," or "crashing" any computer system.

Exhibit 2

911 Service Disclaimer

– PLEASE READ THE FOLLOWING CAREFULLY –

Unified Office offers a safe and reliable means of emergency dialing (911) **that may differ, depending on your location**. In the office environment where the equipment is located, Unified Office provisions the physical location including street address, unit/suite number, city, state, and postal code, in order to automatically forward it to the nearest 911 facility. Your call will be delivered through the traditional 911 network and answered by an operator at the regional/local 911 Public Safety Answering Point (PSAP). The 911 facility may not be able to automatically receive your address or phone number, so be prepared to provide the information regardless.

Broadband Outage: In the event of an outage of the primary broadband service (“Primary”) by the Internet Service Provider at your physical location, and without an operational secondary broadband link (“Backup”), the Unified Office Services will be inaccessible, including completing calls to a 911 PSAP. **Unified Office strongly recommends provisioning each physical location needing 911 service with a Primary AND Backup link.**

Power Outage: In the event of a power outage at the physical location, if properly configured with a battery backup unit (“BBU”) of suitable capacity, the Unified Office Services will be available for a short duration, including completing calls to a 911 PSAP. In the event the Unified Office Services become inaccessible, a mobile/cellular telephone or Fax machine with telephone handset, if available, should be used to make emergency calls to a 911 PSAP.

Shared 911/Fax Line: Many businesses utilize analog lines in support of Fax transmittal and receipt. In many cases, the Fax machine also incorporates a telephone handset for voice calls. In any event, whenever an analog POTS line is shared between a Fax machine and telephone handset, it is important to know that an emergency 911 call can only be completed when the Fax machine is idle. In an emergency scenario where an incoming/outgoing Fax is in progress, the caller must hang up on the Fax call before initiating the emergency 911 call.

Softphone/VoIP Clients: When operating outside the office environment AND finding it necessary to make an emergency 911 call via a softphone (i.e. running on a tablet, smartphone, laptop), the caller must provide their current location to the 911 operator. With smartphones specifically, many VoIP clients offer the user a choice of completing the call via the softphone or the mobile phone. Unified Office highly recommends completing the call via the mobile phone to ensure that location information is conveyed to the operator. If the VoIP client does not support this feature, simply turn off/de-register the VoIP client and complete the call via the mobile phone dialpad.

Prior to changing your address or moving your service, or if you have any 911-related questions, please call your Unified Office Customer Support Center.