POPP.com, Inc. (dba POPP Communications)
Phone and Voice Network Services – Terms of Service

SUMMARY: The Phone and Voice Network Services Terms of Service govern a set of services broadly centered around the delivery of voice connections and networks as well as internet and voice services, such as the POPP Hosted VoIP Phone System (known hereafter as "Internet Phone System"). Clients may also have Computer Maintenance and Support Services from POPP which are governed by separate Terms of Service.

The Agreement between POPP.com, Inc. ("POPP" or "Company") and Client sets forth the legal rights and obligations governing the Company's offer, provisioning and delivery of Services and Client's receipt and use thereof. Client shall contract for Service on a Company-designed Service Agreement ("SA").

The Agreement in its entirety shall consist of the Service Agreement, these Terms of Service, POPP's Acceptable Use Policy ("AUP") and any applicable tariffs. In the event of an inconsistency between a term or condition contained in any component document(s) comprising the Agreement (but only to the extent of the inconsistency), including any incorporated attachments, appendices, exhibits or other documents, the order of precedence, from the most to the least controlling, shall be:

1. Applicable filed and effective tariff(s).

2. Any mutually agreed upon written Addenda to the Terms of Service properly executed by authorized representatives of both POPP and Client.

3. Terms of Service and AUP.

The offer, provisioning and delivery of Services are subject at all times to the receipt by Company of all required approvals or authorizations from regulatory agencies having jurisdiction over the Services or the Company. Upon execution of the Service Agreement, Client shall be deemed to have accepted, and therefore will be bound by, all the applicable terms and conditions relating to the Services received and used.

THESE TERMS OF SERVICE AND POPP's AUP WILL BE LOCATED ON POPP'S WEBSITE (popp.com) AND TOGETHER WITH POPP'S TARIFFS, MAY BE MODIFIED BY POPP AT ANY TIME AS PERMITTED OR REQUIRED BY LAW. FOR OTHER THAN POPP TARIFFS GOVERNED BY NOTICE REQUIREMENTS IMPOSED BY REGULATORY AUTHORITIES, THE COMPANY SHALL PROVIDE CLIENT WITH AT LEAST THIRTY (30) DAYS PRIOR NOTICE OF ANY CHANGES THAT WOULD MATERIALLY AND ADVERSELY AFFECT CLIENT SO THAT CLIENT MAY ELECT TO DISCONTINUE SERVICE AND AVOID THE EFFECTS OF THE CHANGES. COMPANY NOTICE MAY BE FURNISHED BY: (1) A MESSAGE INCLUDED WITH THE INVOICE; (2) A POSTCARD OR LETTER; (3) CALLING AND SPEAKING TO CLIENT OR LEAVING A MESSAGE; OR (4) E-MAIL. FOR OTHER THAN POPP TARIFFS GOVERNED BY NOTICE REQUIREMENTS IMPOSED BY REGULATORY AUTHORITIES, THE COMPANY WILL PUBLISH CHANGES ON RELEVANT COMPANY WEBSITES AT LEAST FIFTEEN (15) DAYS IN ADVANCE OF THEIR TAKING EFFECT. CLIENT SHALL BE BOUND BY CHANGES AFTER THEY BECOME EFFECTIVE. CLIENT ACCEPTS THE INCORPORATION INTO THE AGREEMENT OF APPLICABLE TARIFFS, THESE TERMS OF SERVICE, THE AUP, AND ALL MODIFICATIONS MADE THERETO. CLIENT MAY OBTAIN A HARD COPY OF THE AGREEMENT (OR ANY OF ITS COMPONENTS) AT ANY TIME BY CONTACTING POPP AND REQUESTING IT.

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1.0 DEFINITIONS

1.1 Affiliate: Affiliate means, with respect to either Company or Client, any other entity which controls, is controlled by, or is under common control with the Company or Client. The term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of Company or Client management and policies, whether through the ownership of voting securities, by contract, or otherwise.

1.2 After Hours: Any time outside of Regular Business Hours

1.3 Agent/Agent-sold: When POPP sells the services of another provider, POPP acts as an agent, meaning that POPP acts on behalf of the client to place the order. Once the agent-sold services are installed, the client receives a bill for their services directly from the other provider and the provider’s terms and conditions apply to the service.

1.4 Business Group (BG): An Internet Phone System Business Group is a “container” in the POPP telephone switch software that groups together telephones, lines, and features common to a single business entity.

1.4.1 Business Group Account: The account that is designated as responsible for charges that apply per Business Group.

1.4.2 Individual Business Group (IBG): A multi-location billing account structure that has an Internet Phone System at more than one location and each location has its own Business Group.

1.4.3 Shared Business Group (SBG): A multi-location billing account structure that has an Internet Phone System at more than one location and the locations share one Business Group.

1.4.4 Shared Business Group Account (SBG Account): A billing account that is part of a Shared Business Group. Aka SBG Location

1.5 Client: The individual, partnership, association, or corporation which contracts for Service and is responsible for the payment of charges and compliance with the rules and regulations of Company.

1.6 Client Premise Equipment (CPE): POPP-owned Client Premise Equipment.

1.7 Communications Facilities: Facilities the Company leases, constructs or otherwise acquires in order to provide Service(s) to Client.

1.8 Company: POPP.com, Inc. dba POPP Communications.

1.9 Company Holidays: POPP observed holidays are New Year’s Eve (afternoon), New Year’s Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving (Thursday and Friday), Christmas Eve (afternoon) and Christmas Day. These days are subject to change depending on the day in which these holiday falls during any calendar year.

1.10 Domain Name: An address on the Internet that is comprised of a hierarchical sequence of names (labels) separated by periods (dots), e.g., POPP.com, in computer networks using the Transfer Control Protocol/Internet Protocol (TCP/IP).

1.11 Early Termination Charges: Charges levied when Client wishes to terminate the contract short of the specified number of contract months.

1.12 End User: Any person or entity that receives or uses POPP Service, irrespective of whether such person or entity is authorized by Client to receive or use Service.

1.13 FCC: Federal Communications Commission.

1.14 Internet Phone System is a service offering within the domestic United States consisting of POPP-provided hardware, software and network services which includes:

1.14.1 The provision of Internet Phone System manufacturer hardware, third party software and hardware, and telephone handset(s) at Client-specified service location(s) ("Premises");

1.14.2 The furnishing of voice and data access, local, and long distance services; and

1.14.3 The Service and Support (as defined in Section 15 below) of hardware and software provided by POPP and located on Client's Premises ("Equipment"). Service is provided, in part, via a cloud Private Branch Exchange (PBX) that interoperates with pre-approved IP telephone stations and allows access to POPP's network and the Public Switched Telephone Network (PSTN). The Internet Phone System is furnished as part of the Service providing basic voice service calling features with each User license ordered. POPP will evaluate, design, provision, maintain and manage Service based on a configuration proposed to, and accepted by, Client during the Internet Phone System service delivery. .

1.14.4 This service has also been known by different names such as Hosted IP Phone System, VoIP Phone System, Cloud VoIP Phone System, and Microsoft Hosted PBX.

1.15 Leased (aka Rental) CPE: The CPE belongs to POPP. The client is billed a monthly recurring charge for the use of the equipment.

1.16 Local Area Network (LAN): The ethernet wiring, ethernet switches, and Wifi that enable computers within your building to communicate with each other and share network resources.

1.17 Lend/Lease CPE: The CPE belongs to POPP. The client is billed a monthly recurring charge for the use of the equipment, but POPP credits this charge each month.

1.18 Metro Optical Ethernet (MOE): A connectivity product that offers symmetrical bandwidth from 10Mbps to 300Mbps.

1.19 Network: The Company's facilities, equipment, and services provided under tariff.

1.20 Private Branch Exchange (PBX): A telephone system that handles the internal and external telephone calls.

1.21 Regular Business Hours: Monday – Friday 7:00am – 5:30pm CST, excluding company holidays

1.22 Safety System: A system that monitors safety conditions in order to protect life and property (e.g., fire alarm, door entry, burglar alarm, security system, sprinkler system, elevator).

1.23 Service or Services: All telecommunications services and other services related thereto provided by the Company to Clients or End Users.

1.24 Service Activation: see Start of Service Date.

1.25 Start of Service Date: The date the Company notifies a Client that Service is available for use by Client.

1.26 User: Someone who uses a computer system or software application. Also describes a pricing unit for the Internet Phone System (e.g., Common Area Phone User, Analog Device User, Deskphone User, etc.)

1.27 User Price Level: The User price level on an Internet Phone System is the price per User, based on the total number of Users in the Business Group (e.g., 3-9 User pricing, 10-19 User pricing, etc.)

1.28 Wide Area Network (WAN): A leased connection to other branch offices or to the internet. Aka Internet Connection.

2.0 LIMITATIONS ON SERVICE

2.1 Availability of Facilities: Service is offered subject to the availability of all necessary facilities, including those acquired by the Company from other entities.

2.2 Right to Alter Service: In its sole discretion and without liability to Client, Company may: (a) alter the methods, processes, or suppliers by or through which it provides Service; (b) change the facilities used to provide Service; or (c) substitute comparable Service for that being provided to Client. If necessary due to the potential impact on affected Clients, the Company will furnish prior notice of alterations, changes, or substitutions.

2.3 Company's Right to Block or Discontinue Service Without Notice to Client

2.3.1 Network Blockage or Degradation: The Company may discontinue furnishing Service if Client uses or misuses Service in a manner that results, or could result, in network blockage or other degradations that adversely affect the Service furnished to Client or to other existing or prospective Clients of the Company.

2.3.2 Client Violation of Agreement or Law: The Company may discontinue the furnishing of Service if Client uses or threatens to use Service for any unlawful purpose or otherwise violates the terms of the Agreement.

2.3.3 Unlawful or Unauthorized Use: The Company may discontinue the furnishing of Service, when it deems it necessary to take such action to prevent the unlawful or unauthorized use of Service, by blocking traffic to or from certain countries, cities, IP address/ranges, domain names, NXX exchanges, or individual telephones; by blocking call origination; or by blocking calls using certain Client authorization or access codes. The Company also may suspend the origination of domestic or international traffic associated with any or all Services if the Company deems such action necessary to prevent the unlawful or unauthorized use of the Service due to the failure, in whole or in part, of any fraud detection system utilized by the Company to provide or support Service.

2.4 The billing account service address must be in the state of Minnesota.

3.0 WARRANTIES AND STANDARDS FOR SERVICES

3.1 The Company and Client agrees to comply with all applicable local, state, and federal laws, regulations, and ordinances in the performance of its respective obligations under the Agreement. Company makes no representations or warranties, whether expressed, implied or statutory, regarding the Services, system equipment or Company owned or provided equipment used by Client, including any equipment with respect to which title may transfer to Client (except to the extent set forth in any separate POPP sale transfer document). This exclusion applies to, but is not limited to, any warranty of system availability/uptime and/or functionality during any phase of providing services, any ability to resolve specific computer/technical problems, avoid data loss, recover lost data, as well as any expressed or implied warranties of merchantability, fitness of services or equipment for a particular purpose, or non-infringement of any third-party rights. Information relating to the Client's account will only be given to authorized client contacts listed on the account. It is the Client's responsibility to notify POPP of changes to the authorized contacts.

3.2 Limitations on Liability

3.2.1 Direct Damages: Even if advised of the possibility of losses or damages, Company shall not be liable, except as set forth herein, for any losses or damages resulting from: (a) its provisioning of Service to Client; (b) any act or omission of Client, those using Client's Service or third party entities furnishing products or services used in connection with Service; or (c) the loss or destruction of Client data resulting from the use of Service. In no event shall Company's liability be greater than an amount equal to the sum of two times the Client's monthly Recurring Charges. By entering into the Agreement and remaining a Client, Client manifests its acceptance of this limitation on direct damages as fair and reasonable.

3.2.2 Indirect or Consequential Damages: Neither Company nor Client shall be liable to the other for any indirect, incidental, exemplary, punitive, or other consequential damages, whether or not foreseeable, including, but not limited to, damages from the loss of data, business goodwill or profits, savings or revenue, harm to business, whether under contract, tort (including negligence), strict liability or any other theory of liability. A party's out-of-pocket costs for damages recovered by a third party shall be deemed to be indirect damages suffered by such party, except to the extent such damages are part of a claim for which indemnification is due under Section 4. Company shall not be held liable for any damage arising from interruption, delay, error, defects in transmission, or the like, occurring in the course of furnishing Services nor for the costs incurred by Clients for calls/data not placed over Company's Communication Network.

3.2.3 Service Interruptions: The Company's liability for Service interruptions, if any, shall be limited to credit outage allowances expressly provided for in the Agreement, including any applicable tariffs incorporated therein.

3.2.4 Delays: The Company shall not be liable to Client for losses or damages resulting from its inability to provide Service or from any delay in meeting a scheduled Start of Service Date.

3.2.5 Force Majeure Events: In no event shall Client have any claim or right against Company for any failure of performance due to causes beyond the Company's control, including, but not limited to: acts of God, fire, explosion, vandalism, cable cut, storm, flood or other similar occurrences; any law, order, regulation, direction, action or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over Company or of any department, agency, commission, bureau, corporation, or other instrumentality of any federal, state, or local government, or of any civil or military authority; national emergencies; unavailability of materials or rights-of-way; insurrections; acts of terrorism; riots; wars; strikes; lock-outs, work stoppages or other labor difficulties; or supplier failures, shortages, breaches or delays.

3.2.6 Facilities, Services, Equipment or Systems of Others: The Company shall not be liable for the unavailability, or deficient performance, of any facilities, services, equipment, or systems used in connection with the provision of Services that are under the control of Client or any third party, even if the Company has acted as the Client's agent in procuring such facilities, services, equipment, or systems from third parties. Client's rights with regard to the unavailability or deficient performance of such facilities, services, equipment, or systems not provided by the Company shall be strictly as established by the supplying entity.

3.2.7 Cloud/Internet Services: All Cloud/Internet Services are provided "as is." Client acknowledges and agrees that communications and transactions conducted over the internet/PSTN may not be secure; that system failures may limit Client's access to and use of services; and that services are not guaranteed to be error free. By subscribing to and using

Cloud/Internet, Client manifests its acceptance of all the risks associated with the use of these services, specifically, and the Internet, generally.

3.2.8 Client's Failure to Fulfill Obligations: The Company shall not be liable to Client or any third party for Client's failure to fulfill its obligations, including, without limitation:

i. Obtaining, installing, and maintaining all necessary equipment, materials, and supplies for interconnecting Client or third-party facilities, services, equipment, or systems to Services;

ii. Securing all licenses, permits, approvals, rights-of-way, access rights, including ingress and egress from buildings, and other arrangements necessary to install, receive and use Services; and

iii. Ensuring that Client or third-party facilities, services, equipment, or systems interface properly with Services; that the signals delivered to the Company's Service are fully compliant with industry standards; and that such signals do not damage Company property or personnel or degrade Service to other Clients of the Company.

3.2.9 Misuse of Client Service: The Company shall neither provide credit allowances nor otherwise be liable for the use, misuse or abuse of Client's Service by Client, its agents, employees or any third parties including, without limitation, members of the public. If Company cooperates with Client by recommending potential solutions to reduce or eliminate the unauthorized use of Client's Service, Company undertakings shall not be deemed to be promises or guarantees by Company that the unauthorized use of Client's Service will be reduced or eliminated, and in no event shall Company incur any liability in connection with those undertakings to Client or any third party. In all instances, Client shall be responsible for its facilities, services, equipment, or systems interconnected with the Company's Service.

3.2.10 Billing Errors: The Company's obligation with respect to any errors resulting in Client overpayments for Service is limited to granting invoice credits equal to the dollar amounts erroneously billed in the most recent prior monthly billing period statement. Client must provide Company written notice of any such erroneous billings and/or overpayments within 30 days after the applicable monthly billing period statement is issued to Client; Company shall have no obligation to grant invoice credit requests submitted by Client after such 30 day period. Under no circumstance will any billing error affect the Client's obligation to pay for Services rendered and used.

3.2.11 911 Service: Subject to Company's 911/E-911, and unless otherwise specifically agreed, (a) Company will provide Client with the network connection for each circuit, billing telephone number (BTN) or trunk group that comprise the Services, and (b) Company will provide the appropriate Public Safety Answering Point (PSAP) with the automatic location identification (ALI), including the same emergency response location, for all BTNs of the circuit or trunk group regardless of the number of lines, trunks, or unique telephone numbers on that circuit or trunk group. Company is not responsible for and will not make any changes or submit updates to 911/E-911 databases for any services other than the one emergency response location as set forth above. It is the responsibility of the Client to provide an accurate 911 address to Company in writing, via phone, or via POPP's online portal of any address changes/updates to keep the 911 database accurate.

Client agrees to fully indemnify, defend, and hold harmless Company, its officers, directors, parent, and affiliated companies, employees, agents and subcontractors from all liabilities, claims, fees, expenses, costs, or damages of any kind arising out of personal injury or death or damage to property related to Company's failure to meet any 911/E911 requirements or agreements. The Company shall not be liable for the misrouting of any calls made to PSAPs or to municipal emergency service providers. Company will not honor any requests from clients to restrict outbound calls to 911 from any lines/phones. .

3.2.12 Client-Provided Equipment/Repair and Maintenance: Company shall not be responsible or liable to Client or any third party for any damages resulting from the installation, operation, repair, or maintenance of any Client-provided equipment, including without limitation performed by the Company at its discretion or at the request of Client.

4.0 INDEMNIFICATION

4.1 Client's Indemnification of Company: Client will defend and indemnify the Company, its employees, directors, officers and agents, from and against any suit, proceeding or other claim brought by an entity that is caused by, arises from, or relates to: (a) damage to real or tangible personal property, personal injuries (including death) arising out of the gross negligence or willful act or omission of Client in the use of the Service; (b) representations regarding the nature of Client's traffic and any use, operation or resale of Service by Client in contravention of the Agreement, including without limitation, claims of libel, slander, unauthorized use of copyright or trademark by Client or the business activities and practices of Client arising from Client's use of the Service; and (c) any damages or liabilities arising from any installation, repair or maintenance of any Client-provided equipment, performed by the Company at the request of Client.

4.2 Intellectual Property: If a Service provided by the Company becomes, or if the Company reasonably believes a Service it is providing may become, the subject of a suit, proceeding or other claim by an entity (not a party to or an Affiliate of a party to the Agreement) that the Service directly infringes the U.S. patent, trademark or copyright rights ("Intellectual Property') of such entity, the Company shall, at its own expense and option: (a) procure the right for the Company to continue to provide the Service; or (b) modify or

replace the Service with a different service that has substantially similar functionality; or (c) discontinue providing or direct the cessation of any use of the Service and refund to Client a pro-rated portion of any charges paid for the affected Service through the date of Service discontinuation or cessation. Notwithstanding the foregoing, the Company will have no obligation to defend or indemnify Client, and Client will defend, indemnify and hold harmless the Company for any suit, proceeding or claim arising out of: Client's: (a) designs, specifications, modifications, or configurations; (b) combination of Client hardware or software, or other materials, services or methods with the Service; or (c) use, operation or resale of the Service in breach of its obligations and responsibilities.

4.3 These Client and Company indemnifications will survive the Agreement.

5.0 CLIENT OBLIGATIONS

5.1 Commencement of Relationship and Service Provisioning: The execution of the Agreement by Client and acceptance thereof by Company establishes the respective rights and obligations of the parties. If there is no executed Agreement but Client nevertheless uses Services, Client is deemed to have consented to all terms of the Agreement, including documents and publications incorporated therein by reference, e.g., these Terms of Service. Client shall allow Company, its agents, or contractors reasonable access to Client's premises to facilitate Service installation, maintenance, testing, repair, and termination of Service, including the retrieval of Company property used to provide Service.

5.2 Use and Maintenance of Client-Provided Facilities, Services, Equipment and Systems: If Client, its agent or contractor fails to operate and maintain Client-provided facilities, services, equipment and systems interconnected with a Service, with the result that there is harm or imminent harm to Company, its Services, personnel or other clients, Company may require Client, at its expense, to acquire, install and use protective equipment/software/services designed to eliminate such harm. If the protective equipment/software/services fails to eliminate the harm, Company, following the delivery of written notice to Client, may suspend or terminate Client's Service, without any liability or further obligation to Client.

5.3 Client and Company mutually agree that they shall not disclose to any non-party to the Agreement, any confidential information of the other party. Confidential Information is information which relates to the other party's research, development, trade secrets, business affairs, but does not include information which is generally known or easily ascertainable by nonparties of ordinary skill in computer design, programming, networking, information technology, or the specific business interests of either party. Company hereby acknowledges that during the performance of duties within the Agreement, Company may learn or receive confidential Client information and therefore Company hereby confirms that all such information relating to the Client's business will be kept confidential by Company, except to the extent that such information is required to be divulged to Company's clerical or support staff, associates, or partners in order for Company to perform contractual obligations. . Further, without the prior written consent of the Company, Client may not:

5.3.1 Use any service mark or trademark of the Company or its Affiliates, including those licensed to the Company or its Affiliates, or

5.3.2 Refer to the Company or any of its Affiliates in connection with any service or product, promotional offering, or publication of Client.

5.4 Each of Company's personnel assigned to the Client under the Agreement will, at all times, remain an employee of Company and is not an employee of Client. Client is hereby contracting with Company for the services described in the Agreement and Company reserves the right to determine the method, manner, and means by which the services will be performed. Company is not required to perform the services during a fixed hourly or daily time. Company personnel shall not be required to devote his/her full time to the performance of the services required hereunder, and it is acknowledged that Company has other clients and offers services to the general public. The order or sequence in which the work is to be performed shall be under the control of Company.

5.5 Non-Solicitation of Employees: During the term of any active agreement and for a period of twelve (12) months thereafter, Client agrees not to solicit, recruit, or employ any employee of POPP without the prior written consent of the President or Vice President of POPP. POPP hereby agrees that it will not solicit, hire, or retain, in any capacity whatsoever any of Client's employees without written consent from Client.

5.6 Client's Consent to the Use of Electronic Records: Client consents to the use by Company of electronic records in a form or forms chosen by the Company.

5.7 Notice of Claims and Problems: Client immediately shall notify Company upon its receipt of any information that might adversely affect the Company, including, but not limited to, notices of any claims or proceedings that involve Service, and Client promptly shall notify Company of any problem relating to Service or Service performance and reasonably cooperate with Company in repairing the Service problem.

5.8 Additional Services: Client may request additional Service(s) from Company, which Company, in its sole discretion, may agree to provide pursuant to an additional Agreement including, if applicable, any incorporated tariff(s).

5.9 Cooperation on Audits: If another company, carrier, or regulatory agency seeks to audit traffic involving Services furnished under the Agreement, Client will cooperate in any such audit investigation. In addition, to the extent any third party attempts to recover access fees, reciprocal compensation or other charges, surcharges, or taxes from Company as a result of such audit investigation, Client will indemnify and hold harmless Company for any and all costs and charges resulting from such third party action.

6.0 REGULATORY/LEGAL COMPLIANCE

6.1 Additional Charges Resulting from Regulatory Activity: Service rates and charges applicable to Client under the Agreement are subject to the imposition of additional charges, surcharges or taxes that result from actions taken by federal, state, or local regulatory authorities, legislative bodies, or courts of competent jurisdiction (collectively, "Regulatory Activity"). The Company may: (i) pass through to Client, in whole or in part, any such charges, surcharges or taxes directly or indirectly relating to Regulatory Activity; or (ii) modify the rates, charges or other terms and conditions of the Agreement to accommodate the impact of Regulatory Activity, including, without limitation, actions taken by third parties in response to Regulatory Activity.

6.2 Jurisdictional Nature of Traffic: All traffic delivered by Client, its agents or authorized end users to the Company for local termination, and all traffic Company delivers to Client, its agents or authorized end users that originates in the same local calling area in which Client's NPA-NXX is assigned or in which such traffic terminates with Client, its agents or authorized end users must either be local traffic or traffic entitled to be treated as local traffic under applicable federal, state and local laws, administrative and regulatory requirements, and any other authorities having jurisdiction over such traffic. With respect to such traffic, Company will assign local telephone numbers to Client or route Client's traffic for termination as local calling. Neither Client nor any of its agents or authorized end users may remove or in any way alter Automatic Number Identification ("ANI") or Calling Party Number ("CPN") information associated with any traffic delivered pursuant to the Agreement. Client will cooperate or, as necessary, assure the cooperation of others within its control to obtain or verify any regulatory certifications or other information needed regarding the jurisdictional nature of the Client's traffic.

6.3 Payment of Additional Charges: Client shall promptly pay Company all surcharges or taxes that, in accordance with FCC regulations or decisions, or those of any applicable state regulatory authority, or industry practices, are associated with Client traffic delivered, or facilities utilized, pursuant to the Agreement, including, but not limited to, any retroactive charges (collectively, "Additional Charges") not already reflected in the rates charged by the Company for Service.

7.0 BILLING AND PAYMENT ARRANGEMENTS

7.1 Client Responsibility for Payment: Client shall pay Company for Services at the applicable recurring, nonrecurring and usage rates and charges established by the Company. Service requested by Client shall identify the type and quantities of Service desired, the location(s) at which Service is to be provided, the requested term of Service and such other information required by the Company to provision and invoice Service.

7.1.1 Applicable Rates and Charges: The rates and charges for Service shall be effective during any current term of Service. However, the Company reserves the right to modify rates at any time and may do so upon 30 days prior written notice to the Client. Client shall have 30 days from receipt of any such notice to cancel the applicable Service without penalty. Should Client fail to cancel within such timeframe, Client shall be deemed to have accepted the modified rates and charges.

7.2 Invoicing and Payment Deadline: Client's obligation to pay for Service shall begin on the Start of Service Date. Service invoicing will occur on a monthly basis. All invoices are due and payable within twenty (20) calendar days of invoice date.

7.3 Non-recurring Charges: A one-time charge associated with certain installations, changes or transfer of services, either in lieu of or in addition to monthly recurring charges. Non-recurring Charges are due and payable as billed by the Company.

7.4 Monthly Recurring Charges: Monthly charges for Services and/or equipment. Monthly Recurring Charges are fixed in amount, not dependent on usage, and billed in advance. When Service commences other than on the first day of a monthly billing period or terminates on other than the last day of a monthly billing period, the charge for Service will be determined by prorating the monthly recurring charge by the number of days that Service was furnished during the monthly billing period.

7.5 Usage Charges: Usage Charges (e.g., Long Distance charges) are billed in arrears, based upon Client's actual usage during the prior monthly billing period.

7.6 Other Charges Not Included in Service Rates or Charges:

7.6.1 Surcharges and Other Service Related Fees: Service rates and charges are exclusive of all tax-related surcharges and tax-like surcharges, including, but not limited to, the Extended Area Service, Federal Access, PICC, and TAM/TAP/911. Client shall be responsible for, and must pay, all fees, duties, charges, or surcharges, however designated, and imposed directly on the Company based on the provision, sale, or use of Service. More information on surcharges can be found in "How to Read My Invoice" on www.popp.com.

7.6.2 Taxes: Service rates and charges are exclusive of all taxes. Client shall be responsible for, and must pay, all taxes, including, without limitation, sales, use, excise, gross receipts, value added, access, bypass, franchise, telecommunications, consumption, and other taxes, however designated, and imposed directly on the Company based on the provision, sale, or use of Service. If Client believes it, or the Services it receives and uses, are exempt from any tax, Client will provide Company with a properly executed exemption certificate in a form acceptable to the Company that evidences the exemption claimed. In no event will Client be responsible for any income taxes levied on Company or any underlying carrier's net income. Client's obligation to pay applicable taxes (and all other charges due and owing for Service) shall survive the expiration of the Agreement. More information on taxes can be found in "How to Read My Invoice" on www.popp.com.

7.6.3 Setup, Installation and Disconnect Fees: Client shall pay all applicable setup, installation and disconnect fees, which will be invoiced on a Non-Recurring Charge basis and are non-refundable.

7.7 Late Payment Fee on Past Due Amounts: Invoices not paid in full by Due Date of the invoice will be past due and subject to a $10.00 Late Payment Fee. .

7.8 Temporary Shutoff for Non-payment: POPP may temporarily shut off service due to non-payment. A $50 charge applies to reinstate service.

7.9 Treatment of Credit Balances: If a Client whose account for Service has been closed has a credit balance showing, POPP will confirm there are no outstanding charges, such as those related to equipment or contractual obligations. Once POPP determines that the Client's obligations have been met, POPP will transfer the credit to another POPP account balance (if applicable), mail a check to the Client's last known address, or refund the credit to the Client's credit card on file within 90 days of the last activity on the account.

7.10 Recovery of Collection Costs: Unless otherwise prohibited by law, Client shall reimburse Company for any costs incurred by the Company in undertaking any collection activity, including, but not limited to, the reimbursement of reasonable attorneys' fees.

7.11 Invoicing De Minimis Amounts: The Company may invoice Client on other than a monthly basis or, alternatively, excuse Client from its monthly payment obligation if only a de minimis amount is due and owing. In such instances, the Company may bill Client every other month or, alternatively, not invoice Client until the amount due and owing reaches a level the Company deems sufficient to justify invoicing costs.

7.12 Handling/Printing/Mailing Fee: A $2 Handling/Printing/Mailing Fee (to receive paper invoice by mail) will be assessed each month if Client is not enrolled in paperless billing.

7.13 Dishonored Checks: When a check which has been presented to the Company by a Client in payment for charges is returned by the bank, Client shall be responsible for the payment of a returned check charge of $30.00.

7.14 Payments: All payments will be in U.S. currency.

7.15 Phone Payments: Each credit card or electronic check payment made over the phone will be assessed a $5 fee.

7.16 Clients will be billed for Connectivity Product(s) installed by POPP, but not actually turned up due to the Client pushing back the turnup date. Billing will start on the 30th day following the completion of CenturyLink Outside Wiring installation and POPP will notify the Client.

7.17 Right of Offset: If Client defaults on any payment obligation owed the Company under any agreement for more than thirty (30) days and Company has funds that are owed the defaulting Client, Company, upon notification to the defaulting Client, may offset that which it is owed by first applying such funds to the full balance due by the defaulting Client. Any amount remaining following the offset shall be remitted to Client in the normal course of business.

8.0 WIRING

8.1 When a POPP connectivity product is installed, CenturyLink will deliver the service to the building demark. POPP technicians will extend the service to the client's suite (in most cases at no additional charge) using existing wiring in the building, or by installing new wiring if necessary. POPP reserves the right to quote time and materials charges if, at its sole discretion, the amount of

labor/equipment/materials required to deliver the service to the suite is deemed to be excessive. Client is not required to have POPP perform the work. If client does not wish to proceed with the wiring required, client may cancel the connectivity product order. Does not apply to Metro Optical Ethernet, or connectivity products provided by other carriers.

8.2 Company does not warranty existing wiring inside Client's building or suite is suitable for any specific use. Client may request Company technicians to install new voice/data cabling or attempt to repair existing cabling/jacks. Any cabling performed by Company will be billable at Time & Materials rates.

8.3 Company technicians are not allowed to complete Inside or Voice and Data Wiring in certain buildings, including but not limited to, Mall of America, Rosedale Center, IDS Center, and the 511 Building (downtown Mpls). These building owners require their own employees/vendors to perform Wiring. In these instances, Company will only install the CPE required for the connectivity product.

8.4 Company will not terminate Wiring directly to Client-owned Safety Systems, Telephone Systems, or other specialized client-owned equipment. POPP will provide, coil and tag Inside Wiring at the DMARC or will extend the Wiring from the DMARC to an area near the Client-owned equipment. The termination of the Wiring to the equipment is to be performed by a qualified vendor for said equipment. Coordination of said vendor and any fees associated to said vendor are the sole responsibility of the Client.

9.0 CALLER ID

9.1 Company voice products may pass any phone number for outbound Caller ID as long as the phone number is hosted on the POPP network and/or Client can provide proof of ownership of said phone number (a current invoice from another carrier may be required) and Client's use of the phone number and Caller ID complies with Company's acceptable use policy. Client assumes full responsibility to use Caller ID in accordance with any local, state, or federal laws and regulations. In general, Clients may not use Caller ID to mask company name with "Unknown Name," "Private," "Unavailable," or otherwise present a false Caller ID identity (i.e., ID spoofing) to mislead others about a sender's identity or origin.

10.0 AGREEMENT AND SERVICE TERM, TERM RENEWAL, AND TERMINATION/DEFAULT

10.1 Agreement Term: The initial term of Service shall begin on the Start of Service Date and continue for a specified number of months (e.g., 36 months, 60 months, etc.) as determined in the client's signed Service Agreement. At the end of the term, by default, the Agreement will automatically renew for successive one (1) year renewal terms at the Client's then current rates. At the end of the initial term or any renewal term, either party may terminate the Agreement (and Service) by providing the other party with written notice of termination at least thirty (30) days prior to the intended termination date.
Client is committed to subscribe to Service for a specified term length, and may not disconnect or reduce their services by more than twenty five percent (25% - in terms of monthly recurring charges) within any active initial or renewal term. Clients wishing to reduce their services by more than twenty five percent (25%), may do so only within 30 days of the expiration date of the current term.

10.2 Service Early Termination - If client chooses to terminate their POPP services:

10.2.1 Early Termination Charges apply in any of the following situations:

i. After Start of Service Date, Client fails to comply with any other material term of an Agreement, and such failure continues for thirty (30) days after written notice thereof from Company to Client, Company will terminate Service(s) and the underlying Agreement(s).

ii. Agreement and/or Service(s) are terminated for cause by Company, for any reason(s) not otherwise set forth above.

iii. Client terminates the Agreement and/or Service(s), for its convenience, for any reason(s) not otherwise set forth above.

10.2.2 The Early Termination Charge calculation will be calculated by using the 4th month invoice in the then-current term. If the Client has not yet entered the 4th month of the term, charges will be calculated based on the most recently completed month:

i. The billing start date is the date the phone system was installed/turned up by POPP, or most current contract signed date.

ii. The monthly charges used to calculate the Early Termination Charge include monthly recurring charges and usage charges. This does not include any one-time credits, one-time charges, surcharges, or taxes.

iii. The Early termination Charge amount is calculated by taking seventy-five percent (75%) of the monthly

recurring charges and usage charges multiplied by the number of months remaining on the contract.

10.2.3 Client will not be liable for Early Termination Charges set forth above if:

i. Company materially breaches the Agreement.

ii. Client cancels Internet Phone System service within the parameters of the Internet Phone System Guarantee below.

10.2.4 Client is responsible to make their own arrangements with a new provider for service activation. Client is solely responsible for all charges from the new provider and/or any other entities (e.g., IT Vendor) involved in making the change.

10.2.5 Client is responsible for any applicable monthly service and usage charges from POPP until the services have been disconnected or moved to a new provider. Following new provider service activation, Client will have 10 days to return all leased equipment furnished by POPP, in good (like-new, allowing for reasonable wear and tear) condition. Client will pay full purchase price for any equipment not returned or returned outside of good condition.

10.3 Internet Phone System Guarantee: In the first 90 days following Start of Service Date, if there are functional problems with the POPP Internet Phone System that POPP is unable to resolve, Client may elect to inform POPP in writing of their intent to return the system. Written intent must be provided to POPP before activating service on a new provider in order to be eligible for refund of PBX/user installation charges and to avoid Early Termination Charges. This offer only applies to POPP's Internet Phone System service and does not apply to Agent-sold services.

10.3.1 Client is then responsible to make arrangements with a new provider for service activation on a different phone system within 90 days of providing notice to POPP. Client is solely responsible for any charges from the new provider.

10.3.2 Client is responsible for any applicable monthly service and usage charges from POPP until the new provider service activation date. Following new provider service activation, Client will have 10 days to return all phones and related network equipment furnished by POPP, in like-new condition. Client will pay full purchase price for any equipment not returned or returned outside of like-new condition. POPP will credit any one-time phone system installation charges previously paid by the Client, EXCLUDING any cabling time and materials charges.

10.3.3 Once Client has paid all outstanding charges in full, POPP will dissolve the Agreement without Early Termination Charges.

10.3.4 The guarantee offer (to refund PBX/user one-time installation fees and dissolve the contract without Early Termination Charges) shall be nullified if either of the following occur:

i. New provider service activation does not occur within 90 days of providing POPP with written intent to return the system.

ii. Client has not paid in full all outstanding phone system related charges owed to POPP within 10 days of new provider service activation.

10.4 Early Termination Charges shall be immediately due and payable upon Client's receipt of Company invoices containing such charges. The Company may institute immediate action to enforce the payment of charges due and owing it, including the pursuit of all remedies available in law or equity.

10.5 Construction or Acquisition of Communications Facilities: If Company specially constructs or acquires Communications Facilities in order to provide Service(s) to Client, and Client cancels or breaches the Agreement after its execution but prior to the Start of Service Date, Client shall reimburse Company or any third party, as appropriate, for all costs incurred in undertaking to specially construct or acquire such Communications Facilities. If Company specially constructs or acquires Communications Facilities in order to provide Service(s) to Client, and Client terminates or breaches the Agreement after the Start of Service Date, Client shall pay Company all remaining unpaid charges owed for the specially constructed facilities.

10.6 Installation Delays: If there is a delay in Service installation, Client may cancel Service without liability only if the delay is due solely to the Company and lasts more than ninety (90) days beyond the scheduled Start of Service Date; provided, however, that in no event may Client cancel Service without liability if the Company has incurred costs in specially constructing or acquiring Communications Facilities to provide Service to Client.

10.7 Client Default/Nonpayment: Company may discontinue service on five (5) days' notice, excluding Saturdays, Sundays, and Holidays, according to the following conditions, in accordance with the Minnesota Public Utilities Commission Rules Part 7810.1900, Disconnection of Service with Notice; Permissible Reasons and Part 7810.2300, Notice Requirements:

10.7.1 For failure of the Client to pay a bill for the Company's Service, including FCC approved user charges, when due;

10.7.2 For failure of the Client to meet the Company's security deposit or other assurance of payment;

10.7.3 For failure of the Client to make proper application for service;

10.7.4 For Client's violation of any of the Company's rules/tariff on file with the Commission;

10.7.5 For failure of the Client to provide the Company reasonable access to its equipment and property;

10.7.6 For Client's breach of the contract for Service between the Company and the Client;

10.7.7 For a failure of the Client to furnish such service, equipment, and/or rights-of-way necessary to serve said Client as shall have been specified by the Company as a condition of obtaining service; or

10.7.8 When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

10.8 POPP reserves the right, in its sole discretion, to discontinue provisioning or offering Services and to terminate the Agreement for any reason by providing Client not less than one hundred and twenty (120) days prior written notice thereof. Such Service termination by POPP may be based upon, but not limited to, a determination that provisioning or offering of such Services is unlawful, unprofitable, impractical, or undesirable at the sole determination of POPP.

10.9 Termination Not Exclusive Remedy: Any remedy provided to the Company shall not be construed to be an exclusive remedy and shall not deprive the Company of its ability to pursue other available remedies. The parties agree that the Company's damages in the event of Service cancellation or termination would be difficult or impossible to ascertain and, therefore, the Early Termination Charges in the Agreement are intended to serve as liquidated damages rather than penalties.

11.0 CLIENT SECURITY DEPOSITS; OTHER ASSURANCES OF PAYMENT

11.1 Deposits and Other Assurances of Payment: Applicants for Service or existing Clients whose financial condition is neither known nor acceptable to the Company may be required at any time to provide the Company with a deposit as a condition of the initial or continued receipt of Service. A deposit may be in cash or equivalent, up to an amount equal to the applicable installation charges, if any, or up to two (2) month's actual or estimated monthly recurring and usage charges for the Service(s) requested or provided. The Company will pay simple interest at the rate set annually by the Commissioner of the Minnesota Department of Commerce for the period during which it holds a Client's cash deposit, unless a different rate of interest is established and applicable in the jurisdiction in which service is provided. The Company may refund a deposit at any time to Client by crediting it, with accrued interest, against the Client's account. The Company may refuse to accept a request for Service, cease processing a Service request, or suspend or terminate Service if Client refuses or fails to comply with any Company request for a security deposit or other assurance of payment.

12.0 BILLING DISPUTES

12.1 In the event that the Client disputes any charges billed by the Company prior to disconnection, the Company shall withhold disconnection and promptly investigate the dispute. Client must submit to Company an itemized statement in writing identifying the disputed charges and reasonably explaining the basis of the dispute prior to the next billing cycle. A dispute of charges does not impact the Client's responsibility to pay all undisputed charges by the due date.

12.2 Company shall promptly investigate the dispute and advise Client of the investigation and its results within thirty (30) days of the Company's receipt of Client's dispute. In concluding its investigation, the Company will consider all relevant and credible information provided by Client as well as by other information reasonably available to Company. If a dispute is not resolved within that period, either Company or Client may seek alternative dispute resolution in accordance with the Dispute Resolution Process set forth in Section 13.

12.3 Upon completion of its investigation and advising Client of its findings, the Company may proceed with disconnection of service as provided in Section 7810 of the Minnesota Administrative Code. Upon being advised of the Company's investigation and findings, Client shall remit payment in full for any outstanding bill that was subject to dispute, even if Client is not satisfied with the results of the Company's investigation. Company may assess a late payment fee of $10 on any undisputed balances not paid when due or any disputed balances later found to be correct. Late payment fees may be assessed, as of the original Due By Date, against any disputed amount denied by Company.

13.0 DISPUTE RESOLUTION PROCESS

13.1 The parties agree to use the dispute resolution procedures set forth in this section with respect to any controversy or claim arising out of or relating to the Agreement or its breach, except that either party may elect to litigate, or bring before the applicable agency in the case of subsection (iii), the following types of controversies or claims: (i) action seeking a temporary restraining order or injunction, (ii) a suit to compel compliance with this dispute resolution process, (iii) disputes relating to the lawfulness of rates, terms,

conditions or practices concerning Services that are subject to the Communications Act of 1934, as amended, or the rules and regulations of the FCC, a state public utility commission or other administrative agency, (iv) Client's non-compliance with publicity provisions, or (v) billing or payment disputes or collections matters.

13.2 Either party may submit a dispute to binding arbitration for resolution by a single arbitrator with a professional arbitration service mutually agreeable to the parties after furnishing the other party ten (10) days prior written notice. If the parties cannot agree on an arbitration service, the arbitration will take place pursuant to the American Arbitration Association ("AAA") Commercial Arbitration Rules and Mediation Procedures. The parties shall bear equally the costs of arbitration, including the fees and expenses of the arbitrator. Each party shall bear the cost of preparing and presenting its case, which will be heard at a mutually agreeable site in Hennepin County, Minnesota.

13.3 This section and the arbitrator's authority to grant relief shall be subject to the Federal Arbitration Act, 9 U.S.C. §§ 1-16, et seq. ("FAA"), the provisions of the Agreement, and the AAA Code of Ethics for Arbitrators in Commercial Disputes. The arbitrator shall have no power or authority to make any award that provides for punitive or exemplary damages or damages otherwise limited or excluded in the Agreement. The arbitrator's decision shall be final, binding, and non-appealable. The award may be confirmed and enforced in any court of competent jurisdiction. The FAA shall govern all post-award proceedings.

14.0 DISCONTINUANCE FOR CAUSE BY COMPANY

14.1 Fraud, Telephone Numbers and Directory Listings: Client is responsible for payment of any charges incurred due to fraud, abuse, or misuse of the Services, whether known or unknown, to Client. It is Client's obligation to take all measures to ensure against such occurrences.

14.2 Condemnation or Loss of Facilities: The Company, with notice to Client, may suspend or terminate Service following the condemnation of any material portion of the facilities used to provide Service or if a casualty renders all or a material portion of such facilities inoperable and beyond feasible repair.

14.3 POPP may suspend the Service:

14.3.1 Immediately, when Client or an end user uses the service:

i. In a manner which might reasonably be expected to frighten, abuse, torment or harass others, or

ii. In any way that exposes POPP's network to material and imminent harm, to other necessary POPP facilities or systems or to POPP's ability to provide Services to other clients, and Client does not (or fails to cause its end users to) immediately cease and desist from the activity giving rise to such harm upon receiving notice of such material and imminent harm from POPP; or

14.3.2 Immediately, when Client or end users are making unlawful use of the Services and Client does not (or fails to cause its end users to immediately cease and desist such use) upon receiving notice of such unlawful use from POPP.

14.4 Client's Obligation To Pay: The discontinuance of Service pursuant to this section does not relieve the Client of its obligation to pay the Company for Service furnished up to the time of discontinuance. If Service is discontinued by the Company for cause before the Client has fulfilled its Initial or any Renewal Term, or during any Service plan to which special charges apply, Client will be obligated to pay the Company as if Client had terminated Service for its convenience.

15.0 TELECOMMUNICATIONS SERVICE PRIORITY PROVISIONING AND RESTORATION OF SERVICE

15.1 Telecommunications Service Priority Provisioning and Restoration of Service: The provisioning and restoration of Service in emergencies shall be undertaken in accordance with Section 64.401 of the FCC's Rules and Regulations, 47 CFR Sec. 64.401, which establishes a prioritization for such undertakings.

16.0 SERVICE INSPECTION, TESTING AND ADJUSTMENT

16.1 Inspection: Upon reasonable notice, Company may conduct inspections of Service to determine whether Client is satisfying its obligations under the Agreement. Company may interrupt Service at any time, without liability or penalty, if it determines the Client is non-compliant with any Agreement requirement. No outage allowance credit will be given for any Service interruption occurring during an inspection.

16.2 Testing and Adjustment: Upon reasonable notice, Client shall make Service available to Company for such testing and adjustment as the Company deems necessary to maintain the furnishing of Service at satisfactory levels.

17.0 COMPANY FACILITIES AND EQUIPMENT FURNISHED TO CLIENT

17.1 Company Facilities and Equipment: The Company will use reasonable efforts to maintain facilities and equipment furnished to Client as part of Service. Without the prior written consent of the Company, Client may not rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company in the course of provisioning Service, nor may it permit others to do so unless otherwise instructed by POPP. Unauthorized use of CPE voids the warranty on the Equipment. Company labor to correct or re-establish configurations in CPE as a result of unauthorized use by Client is chargeable at time and material rates.

17.2 Equipment Purchased from POPP: POPP retains ownership of purchased equipment until charges for purchased equipment have been paid in full. Client acknowledges that any return of equipment purchased from POPP is subject to a 20% restocking fee. Client is responsible for registering and maintaining the warranty directly through manufacturer.

17.2.1 Headsets Purchased from POPP: All headset sales are final once opened. Unopened headsets may be returned within 30 days.

17.3 Lend/Lease and Leased Client Premise Equipment: POPP will provide CPE necessary to provision services ordered by the Client for the period of time the Client is receiving service from POPP as follows:

17.3.1 Title to Lend/Lease Facilities and Equipment: Company facilities and equipment used to provide Service shall remain the sole and exclusive property of Company or its assignee(s). Said facilities and equipment at all times shall be and remain personal property notwithstanding any attachment or embedding in realty. Company will endeavor to affix identifying plates, tags or labels on its facilities and equipment disclosing Company's ownership thereof. Client shall not tamper with, remove, or conceal such identifying plates, tags, or labels. Upon reasonable notice, Company may access its facilities and equipment on Client's premises and replace or remove said facilities or equipment at any time.

17.3.2 Installation: Client authorizes POPP to connect to Client Owned Equipment and agrees to provide a secure, air-conditioned space to house the CPE and sufficient electricity to operate the CPE**.** Client agrees to comply with all instructions and manufacturer's requirements regarding the use and/or care of POPP provided CPE, and to take reasonable measures to protect the CPE. Client agrees to pay POPP the retail price of any lost, stolen, or damaged CPE. Client agrees that the Client is not authorized to change the configuration of the CPE and understands that doing so may result in a service outage and chargeable repair. Client's telephone system vendor may need to be present during installation of CPE. If Lend/Lease CPE connected to the Client's telephone system is reconfigured or moved, the Client's telephone system vendor must be present. It is the Client's responsibility to ensure that the telephone system vendor is present. Client is responsible to pay for charges from the telephone system vendor.

17.3.3 Repair/Replacement: POPP will replace or repair Lend/Lease or Leased CPE that does not perform as designed. If POPP concludes that equipment must be replaced, POPP will determine if the work must be performed by a technician, or if the work can be performed by the client.

i. If the work must be performed by a technician, POPP will dispatch a technician to replace the equipment at no charge during regular business hours to business locations within the Twin Cities metro area. Technician dispatches outside of regular business hours shall be billable at After-Hours Time & Materials rates. Technician dispatches to business locations outside of the Twin Cities metro area may incur additional charges or (at Company's sole discretion) may not be possible, depending on distance.

ii. If the work can be performed by the client, Client then has the following options to get the equipment installed:

1. Client comes to POPP's offices during regular business hours to pick up replacement equipment. Client performs install of equipment.

2. Client may request to have replacement equipment shipped to their office at client's expense.

3. Client may request to have a technician deliver and install the equipment. Billable at Time and Materials rates + Travel Charge.

iii. POPP will provide replacement equipment at no charge. However, if POPP determines that the Client is directly or indirectly responsible for the CPE failure, the Client is responsible for replacement equipment costs as well as dispatch charges (if applicable).

17.3.4 Change of Address/Client Moves: Any move of the CPE must be completed by POPP on a time and material basis and is chargeable to the Client. Client agrees that the Client is not authorized to move the CPE and understands that doing so may result in a service outage and chargeable repair.

17.3.5 Return:

i. Leased Modem/Router, Leased Telephones, and Lend/Lease Analog Telephone Adapter (ATA): CPE must be returned within 30 days of termination of services from POPP. Client is responsible for disconnecting CPE at the Client's site and may return or ship CPE to POPP's business office at the Client's expense. If the CPE is not returned within 30 days or is returned in non-working condition, Client agrees to pay the retail price of the CPE.
ii. All other Lend/Lease or Leased CPE: CPE must be returned within 30 days of termination of services from POPP. POPP will be responsible for removing the CPE from the Client's site at no charge to the Client. The Client agrees to grant POPP access to the equipment room within 30 days of termination of services to retrieve the CPE. If the CPE is not able to be returned/retrieved within 30 days, or is returned in non-working condition, Client agrees to pay the retail price of the CPE.

17.3.6 Battery Backup: Battery backup is not included with CPE. If a battery backup is required by the Client, it must be purchased separately by the Client. If power fails, Client must also have battery backup on any other telephone and LAN equipment/computers in order for voice and internet networks to work.

17.4 Costs Incurred to Provision Services: Client will be responsible for all costs incurred in accommodating the provisioning of Service at its premises, including, without limitation, those pertaining to electricity, HVAC, and security. If any of Client's equipment requires reprogramming to make it compatible with Company provided Service, Company shall not be liable for any applicable costs associated with reprogramming charges.

17.5 Travel Charge: If a POPP technician is dispatched to install CPE during a scheduled time and Client is unavailable, Client will be charged Travel Charge and time spent at Client location.

18.0 ALLOWANCES FOR SERVICE FAILURES

18.1 When the use of Service or facilities furnished by the Company is interrupted a pro rata adjustment of the monthly Recurring Charges subject to interruption will be allowed for the Service and facilities rendered useless and inoperative by reason of interruption, whenever said interruption continues for a period of twenty-four (24) hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's Tariff.

18.2 It shall be the obligation of Client to notify Company of any interruptions of service. Before giving such notice, Client shall ascertain that the trouble is not being caused by any action or omission of Client, not within Client's control.

18.3 An interruption period begins when Client reports a service facility or circuit to be inoperative and releases it for testing and repair. An interruption period ends when the service, facility, or circuit is operational. If Client reports a service, facility, or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired but not interrupted. No credit allowances will be made for a Service, facility, or circuit considered by the Company to be impaired.

18.4 A credit allowance for disruption of Service will only be given if the disruption in Service exceeds twenty-four (24) hours.

18.5 The credit allowance will be based upon the ratio of the duration of the Service interruption (measured from the time the interruption is reported to or detected by Company, whichever occurs first) to the total time in a thirty (30) day month. That ratio multiplied by the monthly rate for the Service affected shall determine the amount of the credit allowance.

18.6 Credits for interruptions of service shall in no event exceed an amount equivalent to the Monthly Recurring Charges for the month of service during which the event that gave rise to the claim for a credit occurred. Only those facilities on the interrupted portion of the circuit will receive a credit.

18.7 No other liability shall attach to Company with respect to interruption of Service.

18.8 Limitations on Credit Allowances: No credit allowances shall be made for Service impairments:

18.8.1 Due to the negligence or willful misconduct of Client or Client's agents or contractors, or for noncompliance with any provision of the Agreement, including applicable tariffs, by Client or any other entity providing services, facilities or equipment interconnected with Service;

18.8.2 Due to the negligence or willful misconduct of a third party;

18.8.3 Due to the failure or malfunction of non-Company provided equipment, systems, or services;

18.8.4 During any period in which the Company is not given access to Service or Service components for the purpose of repairing and restoring Service;

18.8.5 During any period in which Client has released Service to the Company either for maintenance or for the implementation of a Client request to change Service.

18.10 Use of Alternative Service Provided by Company: If Client uses an alternative Service provided by the Company or another provider during a Service failure, Client must pay all applicable charges for the alternative Service.

19.0 NON-ROUTINE INSTALLATION/MAINTENANCE; FALSE CALLOUT/NTF CHARGES

19.1 Non-routine Installation/Maintenance: At Client request, Company will install or maintain Service outside the Company's regular business hours. In such cases, charges based on actual labor and other costs incurred will apply. If installation or maintenance extends beyond the Company's regular business hours, additional charges may apply. If hazardous conditions are present where installation or maintenance is requested by Client, and Company chooses to perform the installation or maintenance, additional charges will apply.

19.2 False Callout/No Trouble Found (NTF) Charges: Client may be charged when a reported Service interruption results in the dispatch of a technician and:

19.2.1 The technician is denied access to the Client's premises;

19.2.2 No trouble is found by the technician; or

19.2.3 the cause of the interruption was not due to Company facilities, equipment or systems used to provide Service.

20.0 PHONE NUMBERS/IP ADDRESS/DOMAIN NAME POLICY

20.1 Use of Domain Names: Upon termination of Service, use by Client of all Company Domain Names and IP Addresses belonging to Company will end.

20.2 Phone Numbers assignments are not guaranteed. POPP shall take all reasonable measures to provide Client with continuation of existing telephone numbers. However, if Client is changing location at the time of conversion or taking service for the first time at a location, POPP makes no warranties regarding assignment of particular telephone numbers to Client. POPP shall not be responsible for telephone numbers published by Client prior to confirmation that the number is installed and terminating properly. POPP shall not be liable to Client for any change in telephone numbers due to actions of any vendor or supplier of services to POPP or regulatory changes. Client's reliance upon and/or use of any Service numbering information prior to installation and acceptance of Service is at Client's sole risk. POPP provides listing information to Local Exchange Carrier ("LEC") for inclusion in LEC directories. POPP is not responsible for publication of any directories. POPP is not liable for damages arising from errors and/or omissions, whether arising through negligence or otherwise, of directory listings of any publisher/database (i.e., white pages, 411), or listings obtained from the directory assistance operator. It is the Client's responsibility to inform POPP in writing of any White Pages directory listing changes (listing name, address, telephone number, etc.) at least 90 days prior to the White Pages directory close date. Yellow Pages Advertising is Client's Responsibility. POPP strongly recommends that Client contact its Yellow Pages Advertising Vendor promptly after execution of the Agreement in order to ensure continuity of Yellow Pages Advertising.

20.3 IP assignments are not guaranteed and may be modified by Company or the American Registry for Internet Numbers (ARIN). Company has sole discretion with respect to the Internet routing of Company provided IP addresses. Unless otherwise agreed in writing, Client shall be responsible for maintaining its own Domain Name when purchasing Company Internet Services and for paying all charges associated with its Domain Name, including charges billed to Client by third parties for Domain Name registration.

21.0 CLIENT PROPRIETARY NETWORK INFORMATION

21.1 Client Proprietary Network Information: To inform Client of Company or Affiliate products that may be of interest to Client, the Company may wish to use information derived from its provision of Service to Client, particularly information referred to as Client Proprietary Network Information ("CPNI") under Part 64, Subpart U, of the Commission's Rules and Regulations, 47 CFR Sec. 64.2001 et seq. CPNI includes, among other things, the identity and quantity of Services to which Client subscribes, information on how the Services are used, and billing information pertaining to the Services. Federal law restricts the use of CPNI for purposes other than providing the Service to which Client subscribes, without Client approval.

21.2 Client Approval of CPNI Use by Company: By entering into the Agreement, it is deemed that the client has signified is approval of the use of CPNI its CPNI by Company or an Affiliate of Company. A Client's approval will remain in effect until Client contacts Company and states it no longer wants the Company to use its CPNI to market other Company or Affiliate products to Client. To revoke its approval, Client may contact Company at any time and at no cost to Client by dialing 1-800-234-7677 or by locating information about contacting Company http://www.popp.com.

22.0 SAFETY (ALARM) SYSTEM CONNECTIVITY

22.1 Because safety systems protect life and property, POPP recommends that any phone lines connecting to safety systems are installed as dedicated Central Office Line. Central Office Lines delivered on copper from the central office continue to function in the event of a local power outage at the client's business. Uninterruptable power supply (UPS) battery backup or generator power may be required to satisfy local laws/ordinances related to safety lines. If so, client is responsible to furnish and maintain such systems. Client is solely responsible for compliance with any laws/ordinances applicable to their business related to safety lines.

22.2 Laws and ordinances vary by city and by safety system. POPP recommends that Clients consult with their safety system vendor for specifics regarding those requirements. POPP technicians will perform cross connects on existing safety system lines but will not physically terminate telephone lines directly to safety systems. This connection must be made by an authorized vendor for the safety system. Client is responsible for charges incurred for work completed by safety system vendors.

22.3 With any safety system (but particularly with Fire Alarm systems) Clients are strongly encouraged to contact their monitoring Company on the day of the cutover to POPP to notify them of a brief interruption in phone connectivity to the safety system. The monitoring Company may advise placing the system into "test mode" to temporarily suppress any alarms while work is being performed on the telephone lines. Failure to do so may result in monetary penalties by police and/or fire departments for a false dispatch.

23.0 ASSIGNMENT

23.1 Assignment: Client may not sell, transfer, or assign the Agreement or the Service(s) thereunder, in whole or in part, without the prior written consent of the Company, which consent may be granted or denied in the Company's sole and exclusive discretion. Any such assignment without Company's prior written consent shall be void, and in such event, Company shall have the option of terminating the Agreement and Service(s) thereunder and requiring Client to pay the applicable Early Termination Charges. In the event the Agreement is assigned by Client in accordance with the foregoing to any other party which, prior to the assignment, has an agreement (the "Prior Agreement") with the Company for the provision of Service, the Service being provided under the transferred Agreement shall continue to be governed by the transferred Agreement, and the other/prior Service provided shall continue to be governed by the Prior Agreement, each without reference to the other except that the Company may require a deposit as provided in the Agreement.

24.0 NOTICES

24.1 Notices to POPP: Notice required of Client under the Agreement shall be in writing and delivered by certified mail; return receipt requested, to POPP Communications, 620 Mendelssohn Avenue North, Golden Valley, MN 55427-4300 Attn: Finance Department. A notice shall be effective on the date of its receipt by the Company.

24.2 Notices to Client: Notice sent to Client will be e-mailed to the designated primary contact on the account.

24.3 Telecom & Internet Network and Platform Upgrades/Updates/Maintenance: From time to time, POPP is required to perform activities such as upgrades/updates/maintenance that will result in your local (including 911 emergency services), long distance, voice mail, and/or Internet/hosting products to be out of service for a short period of time. POPP will perform planned service-impacting scheduled maintenance and upgrades/updates during our maintenance window between 12am and 6am. However, on rare occasions, certain critical situations require service-impacting maintenance activities to be performed more urgently and outside of the planned maintenance window. If Client would like to be contacted prior to maintenance that will interrupt voice service and/or maintenance scheduled to result in a significant (15+ minute) internet/hosting interruption, please contact POPP at 763-797-7900. Client must provide e-mail address to which POPP should send notification. If feasible to do so, POPP will notify clients 24 hours in advance of planned service-impacting maintenance. Clients will not be notified of maintenance activities which are not expected to be service-impacting and/or routine system restarts occurring within the maintenance window, which generally take less than 5 minutes to complete.

25.0 MISCELLANEOUS PROVISIONS

25.1 Relationship Among the Company, Client, and Third Parties: The Agreement does not render the Company or Client the agent or legal representative of the other, nor does it create a partnership or joint venture between the Company and Client. Neither Company nor Client shall have any right or authority to bind the other in any manner whatsoever. The Agreement confers no rights or authority of any kind on third parties. POPP and Client are contractors independent of one another and neither party's employees will be considered employees of the other party for any purpose.

25.2 Severability: Any provision found unlawful by a court or regulator having jurisdiction shall be deemed to be severed from the Agreement, but such severance shall have no effect on the enforceability of the remaining provisions of the Agreement.

25.3 Choice of Law and Venue: The Agreement is made pursuant to, and shall be construed and enforced in accordance with the laws of the State of Minnesota, without reference to its principles of conflicts of laws, and Client explicitly consents to the exclusive jurisdiction and venue of the federal and state courts located in Hennepin County, Minnesota.

25.4 Non-exclusive Dealing: The Agreement is non-exclusive. Nothing shall prevent Client or Company from entering into similar arrangements with, or otherwise providing Services to, any other person or entity.

25.5 No Publicity: Client may not issue a news release, public announcement, advertisement, or other form of publicity concerning the existence of the Agreement or the Service provided without the prior written consent of the Company. Failure to comply with this obligation shall allow the Company to immediately terminate the Agreement, in addition to seeking any and all other remedies available in law or equity.

25.6 Survivability: The terms of service contained in the Agreement that, by their sense and context, are intended to survive the performances of the parties shall survive the completion of those performances and the Agreement's termination. These include, without limitation, the making of payments due under the Agreement.

25.7 No Waiver: No waiver of any of the provisions of the Agreement shall be binding unless made in writing and signed by the waiving party. The failure of either party to insist on the strict enforcement of any provision of the Agreement shall not be deemed to constitute a waiver of the provision, and all terms and conditions shall remain in full force and effect.

25.8 Complete Agreement: The Agreement, incorporating all the applicable documents, appendices referenced herein, represents the entire Phone and Voice Network Services agreement between the parties with respect to Service, and supersedes all other prior Phone and Voice Network Services agreements between the parties, whether written or oral. The Agreement may be modified only by writings executed by authorized representatives of the parties, Company changes made to referenced URL sites, Company changes to applicable tariffs, or as otherwise specifically provided for between the parties. In no event shall the Agreement or any component thereof be modified, amended, or affected in any way by e-mail correspondence between or among the parties' employees, agents, or representatives. Should the client also choose to purchase Computer and Cloud services from POPP, a separate service agreement and Terms of Service shall govern those products.

25.9 POPP shall not be bound by any terms or conditions printed on purchase order, check, or correspondence from Client without prior written acceptance of such terms. Any such terms or conditions are hereby rejected, unless agreed to in writing signed by POPP's President or Vice President.

26.0 ACCEPTABLE USE POLICY

26.1 The terms and conditions of the AUP, which may be updated from time to time, are hereby incorporated by reference and made a part of the Agreement. Client acknowledges that it has reviewed the POPP Acceptable Use Policy (AUP) found at www.popp.com and agrees to be bound by the terms and conditions of the AUP.

Rev. 2/16/26

APPENDIX A – Internet Phone System Terms – information below relates specifically to the Internet Phone System product and applies only to those clients who have subscribed to the Internet Phone System product. These terms apply in conjunction with the terms of service above.

1.0 PRICING, BILLING, AND CHARGES

1.1 Internet Phone System Billing Commencement: Notwithstanding anything to the contrary in the Agreement, billing for the Service will begin on the Start of Service Date unless Client fails to complete its obligations necessary to use the Service through no fault of POPP, in which case billing will begin on the date POPP notifies Client that the Service is installed or connected and available for Client use.

1.2 Some older/grandfathered product versions offer pricing which varies based on the number of installed/active users. The remainder of section 1.0 applies only to those versions:

1.2.1 Shared Business Group Initial User Pricing: The price level is based on the total number of Users for the Shared Business Group indicated at the time of the sale. Once all locations have been installed, or 90 days after the Start of Service Date of the first location installed (whichever comes first), price level will be based on the number of Users actually installed. Charges that apply per Business Group are billed to the Business Group Account.

1.2.2 User Price Level Changes: The User price level is calculated once per month based on the total quantity of Users in the Business Group. User price level changes take effect for the next billing cycle.

1.2.3 Shared Business Group User Quantity Changes: Changes to the quantity of Users for a Shared Business Group Location affects the User price level for all Shared Business Group Locations.

2.0 NETWORK REQUIREMENTS

2.1 Client's existing WAN/LAN network must meet the requirements below for best performance.

2.2 VoIP-ready local area network ("LAN") meeting the POPP VoIP readiness requirements to provision, service, and support Internet Phone System Services. The POPP VoIP readiness requirements are:

2.2.1 Ethernet cabling using cat5 or cat6 cabling capable of negotiating 10/100Mbps connectivity (free of errors) from the workstation to the Ethernet switch. If existing cabling does not meet POPP's requirements and troubleshooting is needed, Client will be billed Time and Materials rates for technician time and/or new cabling installation.

2.2.2 An approved Internet access connectivity product (or products) with sufficient WAN bandwidth to carry the Internet Phone System traffic as well as the Client's Internet traffic under normal operating conditions.

2.2.3 POPP can furnish any necessary local area network cabling (not already in place) at Time and Materials rates.

2.3 It is Client's responsibility to provide properly terminated and labeled Category 5 or better station level cabling for each POPP-provided Internet Phone System Telephone. Client will ensure that cabling has been terminated on patch panels and that terminations are labeled to designate each patch panel port with the correct corresponding workstation communications outlet. POPP can provide a quote for cabling for the Internet Phone System at the Client's request.

2.4 Client must provide a port on its LAN / WAN through which the POPP provided VoIP Management Device will have Internet access and remote access capabilities. Client must not modify the cabling, placement, or configuration of the VoIP Management Device in any manner without the permission or direction of POPP.

2.5 Client WAN/LAN must be sized to allow maximum amount of required data bandwidth plus the total number of simultaneous voice calls required by the Internet Phone System users.

2.6 Client will ensure that its LAN / WAN is configured according to VoIP specifications prior to scheduled Internet Phone System Service Activation.

2.7 During scheduled Internet Phone System Service Activation activity, Client will provide an IT administrator with requisite access to all LAN / WAN hardware to make any configuration changes in coordination with POPP.

2.8 Client is responsible for the performance and (re)configuration of the user desktop computers and / or corporate applications following the installation of POPP-provided Internet Phone System telephone sets.

2.9 Client will provide a detailed floor plan, labeled to identify the name, extension number and location for every telephone and analog device to be installed by deadline established in the Internet Phone System project plan.

2.10 Client will gather, define, and provide all required Internet Phone System programming information to POPP by the designated due date defined by the Project Manager.

2.11 Client-provided Broadband Services: If the Client chooses to use a Client-provided Internet connection (a connection where POPP is not the Internet Service Provider):

2.11.1 POPP makes no guarantee or representation to any performance Service Level Agreement, Quality of Service (QoS), or operation of Internet Phone System Service when accessed through Client-provided broadband services or Client-provided WAN access service.

2.11.2 Client is responsible for procurement, sizing, installation, configuration, maintenance, and repair of Client-provided Internet service.

2.11.3 If an Internet Phone System service issue is determined to be caused by a Client-provided internet connection, the Client is responsible for any resulting charges to repair, reconfigure, or replace the connection to resolve the issue.

2.11.4 Client must notify POPP when public IP addresses change and/or bandwidth increases, chargeable equipment configuration changes may be required.

2.11.5 If internet service provider (ISP) for Client-provided connection blocks SIP traffic in core, or blocks/rate-limits traffic on the internet connection, the Internet Phone System will not function properly.

2.12 Internet Phone System WiFi information: For the best performance and call quality, POPP advises all phones (but especially business-critical phones) be connected to a wired ethernet connection.

2.12.1 Voice over WiFi will depend heavily on the quality and performance of the WiFi network; which may be inconsistent at times, depending on a number of factors including, but not limited to:

i. Competing signals from neighboring WiFi access points/wireless channel/spectrum congestion.

ii. Interference or obstructions between the phones and the WiFi access point.

iii. Bandwidth consumption by other wireless devices.

2.12.2 If a Client chooses to connect phones using WiFi and is not satisfied with call quality in their environment, the Client is responsible for technician labor and dispatch charges to troubleshoot and/or install a wired ethernet connection to phones if necessary.

2.13 If the Client chooses to take an Internet Phone System telephone from the business location and use it at a location other than the service address listed on the account (e.g., home):

2.13.1 Client shall be responsible for the installation of Internet Phone System telephone at alternate location.

2.13.2 Client is solely responsible to provide an accurate 911 address to POPP in order for 911 calls from the telephone to route properly. If Client chooses not to inform POPP of address changes, Client is responsible to educate users that the phones should not be used to make calls to 911 and will prominently display stickers to that effect on the telephones. POPP can furnish such stickers by request. Client agrees to hold POPP harmless for any mis-routed 911 calls due to relocating telephones from the physical address listed on the account.

2.14 E911 Capability: To receive Internet Phone System Service, Client acknowledges that E911 calling capability associated with Service:

2.14.1 May not be available during an electrical power outage affecting the Service location;

2.14.2 Will not be available if Client's broadband connection service has been disrupted and not restored;

2.14.3 Will not be available if Service has been discontinued for any reason, including Client non-payment;

2.14.4 May not be available or may be routed to emergency personnel unable to respond at locations other than the location for which a Service address has been furnished to POPP;

2.14.5 May not be available or may be routed to emergency personnel unable to respond if Client has disabled or damaged POPP-provided router, VoIP Management Device, or other Internet Phone System-specific equipment or moved it to a location other than one for which a Service address has been provided to POPP; or

2.14.6 May be delayed or unavailable due to network congestion or other problems affecting the network. Clients are encouraged to acquire and maintain alternative means of accessing E911 service and to inform their authorized users of emergency calling alternatives available to them. POPP shall not be liable for either:

i. The misrouting of any calls made to Public Safety Answering Points (PSAPs) or to municipal emergency service providers; or

ii. Any information provided to PSAPs by a third-party Private Switch Automatic Location Information (PS/ALI) vendor used by Client.

3.0 LOCAL SERVICES

3.1 Internet Phone System includes unlimited local calling minutes subject to the Usage Requirements described below:

3.1.1 Features such as Local Directory Assistance, Local Operator Services and Directory Listings at the rates identified in POPP's tariff.

3.1.2 Internet Phone System includes unlimited 'Site to Site' Calling (i.e., calls for Clients with multiple locations calling extension-to-extension between Shared Business Group locations are included at no additional charge).

3.1.3 Anywhere Phone Numbers - Each Anywhere Phone Number includes 2000 minutes of incoming calls per month. Calls in excess of included minutes will be billed at $0.01 per minute in 60/6 increments and rounded up to the nearest penny. Unused minutes do not roll over to the next month. The total number of included minutes is based on a comparison of Anywhere Phone Numbers active at the beginning of the billing cycle and at the end of the billing cycle. The greater of these two numbers is used to calculate the number of included minutes.

3.1.4 For a Shared Business Group, each location uses its own minutes first. Unused minutes are available for use by other Shared Business Group Locations and are applied in chronological order.

4.0 LONG DISTANCE SERVICES

4.1 Long Distance Services refers to long distance usage outside of the local calling area (i.e., Intrastate, Interstate, and International). POPP must be the long distance provider for Internet Phone System service.

4.2 Internet Phone System Service includes a specific quantity of included Domestic Interstate (Continental US, State-to-State) and Intrastate (In-State, Minnesota) long distance minutes, per User, per month. Minutes are pooled and shared by all Users in the Business Group. The total number of included minutes is based on a comparison of Users active at the beginning of the billing cycle and at the end of the billing cycle. The greater of these two numbers is used to calculate the number of included minutes.

4.3 For a Shared Business Group, each location uses its own minutes first. Unused minutes are available for use by other Shared Business Group Locations and are applied in chronological order.

4.4 Domestic long distance minutes in excess of the included long distance minutes are calculated as follows: Included minutes are applied to calls in chronological order, calls made after the included minutes have been exhausted are considered excess long distance minutes and are chargeable. Excess/chargeable long distance minutes are billed at POPP's published long distance rates. Unused minutes do not roll over to the next month. International Long Distance and Extended Domestic (i.e., Alaska, Hawaii, Puerto Rico, US Virgin Islands and Guam) calls are not part of the included minutes and are billed at POPP's published International and Extended Domestic rates at www.POPP.com.

4.5 The number of included minutes can be found on the proposal or invoice for each account.

4.6 For accounts with "Complimentary Domestic Long Distance," complimentary shall be defined as 1000 minutes per User, per month.

4.7 Included minutes are intended for human-initiated, person-to-person calling and shall not be used for high-volume “auto-dialing” or “predictive” dialing (i.e., using a software program to continuously place outbound calls, or bulk dialing to repeatedly deliver automated messages) or any other use that would be a violation of POPP’s Acceptable Use Policy (AUP). POPP reserves the right to review Client accounts for abnormal or excessive usage (compared to the usage patterns of other Clients) and invoice Client for excessive use at current rates.

5.0 UNAUTHORIZED INTERNATIONAL CALLING

5.1 International calling has the potential of incurring thousands of dollars of toll charges in a short period of time if unauthorized calling takes place. Unauthorized calling can occur through employee misuse of phone services or if hackers are able to obtain the embedded SIP password and launch calls on the client’s behalf. POPP has systems in place to search for suspicious calling patterns. POPP will attempt to contact client to validate the legitimacy of any observed unusual international calling behavior, before using our own discretion to make a determination to block international calling until we can make contact. Even in the event that POPP receives verbal confirmation from the client that calls are legitimate, depending on call volume and charges incurred thus far, POPP may at its own discretion, suspend international calling and/or other services and require payment for completed calls. Service will be reactivated once the payment has cleared.

5.2 POPP requires an additional security measure (implemented by default) called “International Account Codes” whereby the caller must enter a valid 4-digit code after dialing in order for an international call to complete. If too many failed attempts are produced, international calling is automatically locked out completely. Any client who refuses to implement international account codes (or international call blocking) shall be required to sign an additional form signifying that client assumes 100% responsibility for unauthorized toll charges created using their account, whether they originate from within the organization or by hackers.

5.3 In this context, “international” refers to calls to destinations outside of the US and Canada.

6.0 TELECONFERENCING (VOICE ONLY)

6.1 Internet Phone System Service includes a specific quantity of included Direct Dial (local) Teleconferencing minutes, per Deskphone/Softphone User, per month. Teleconferencing is a voice-only feature. Teleconferencing minutes are pooled and shared by all Users in the Business Group. The total number of included minutes is based on a comparison of the number of Deskphone/Softphone Users active at the beginning of the billing cycle and at the end of the billing cycle. The greater of these two numbers is used to calculate the number of included minutes. Teleconference Hosts (moderators) are set up and deleted by client request only. Requests can be made by contacting POPP.

6.2 For a Shared Business Group, each location uses its own minutes first. Unused minutes are available for use by other Shared Business Group Locations and are applied in chronological order.

6.3 Direct Dial (local) Teleconferencing minutes in excess of the included minutes are calculated as follows: Total Direct Dial Teleconferencing minutes used during the month minus the number of included minutes. Excess/chargeable Direct Dial Teleconferencing minutes are billed at POPP’s published Teleconferencing rates. Unused minutes do not roll over to the next month. Toll Free Teleconferencing is not part of the included minutes and is billed at POPP’s published Teleconferencing rates.

6.4 The number of included minutes can be found on the proposal or invoice for each account.

6.5 For accounts with Included Direct Dial Teleconferencing minutes, “Included” shall be defined as 100 minutes per Deskphone/Softphone User, per month.

7.0 CALL RECORDING

7.1 Client acknowledges and understands that there are federal and state statutes governing the recording or telephone conversations and that POPP and its suppliers will not be liable for any illegal use of hardware or software used for call recording. It is the Client’s responsibility to carefully review its own circumstances when deciding whether to record calls and the Client is solely responsible for compliance with applicable laws.

8.0 CTI (COMPUTER TELEPHONY INTEGRATOR)

8.1 CTI functionality varies from one CRM/application to the next. Client is responsible to provide POPP with a network administrator contact to work with POPP and/or CRM supplier to install CRM integration. Client is responsible for CRM administration and for any charges for CRM support or consulting provided by their CRM supplier.

9.0 MAX MEETING

9.1 MaX Meeting add-on is end-of-life as of 1/1/25 and no longer offered or supported.

10.0 EQUIPMENT

10.1 Purchased Telephones: If Client has elected to purchase telephone handsets ("Telephones") from POPP, Client may return any purchased Telephones, whether or not opened, within thirty (30) days from the date of delivery for any reason. Returned Telephones must be in the same condition as when received by Client in like-new condition. Client will not be entitled to any refunds for purchased Telephones that are not defective which are returned after the initial thirty (30) day period described above. POPP will honor any manufacturer's warranty on purchased Telephones during the warranty period associated with such Telephone(s) ("Warranty Period").

10.2 In the event that, during the Warranty Period, Client determines that any purchased Telephone does not work in accordance with the warranty described in the documentation for the Telephone, Client shall report such defect to POPP as promptly as possible following Client's discovery of the defect and may return such purchased Telephone to POPP for repair or replacement. POPP, in its sole discretion, will repair such Telephone or will provide a replacement Telephone of the same or a substantially similar model. If a replacement Telephone is provided, POPP will ship the replacement to the Client and Client is responsible for shipping charge. If the Client would like a POPP technician to install the replacement Telephone, POPP's Time and Materials rates apply. If POPP cannot repair or replace such defective Telephone, POPP will refund to Client the purchase price paid by Client for such Telephone. Client will not be entitled to any such refund, repair, or replacement if POPP determines that the problem with the purchased Telephone was caused by any act or omission by Client, its employees, contractors, or agents. The refund, repair or replacement of any defective purchased Telephone as described in this paragraph will be Client's sole and exclusive remedy for any defective purchased Telephone.

10.3 Leased Telephones: If Client has elected to lease Telephones from POPP, Client agrees that the term of the lease for any Telephones leased by Client hereunder will run concurrent with the term of the Agreement Client entered into with POPP. During the term of the Agreement, Client may exchange leased Telephone for a higher model and pay the associated lease charge. In the event that Client determines that any leased Telephone does not work in accordance with the documentation for the Telephone, Client shall report such defect to POPP as promptly as possible following Client's discovery of the defect and may return such leased Telephone to POPP for repair or replacement. POPP, in its sole discretion, will repair such Telephone or provide a replacement Telephone of the same or similar model. If a replacement Telephone is provided, POPP will ship the replacement to the Client and Client is responsible for shipping charges. If the Client would like a POPP technician to install the replacement Telephone, POPP's Time and Materials rates apply. Such repair or replacement of any defective leased Telephone as described in this paragraph will be Client's sole and exclusive remedy for any defective leased Telephone. Leased Telephones will at all times remain the sole and exclusive property of POPP. Upon expiration or termination of the Agreement, Client will return all leased Telephones to POPP in good and working order, reasonable wear and tear excepted. Client will be responsible for, and will reimburse POPP for, any damage to any leased Telephones caused by Client's negligence or willful misconduct. Client's failure to return leased Telephones to POPP in accordance with this paragraph upon expiration or termination of the Agreement will constitute a material breach of the Agreement by Client, and POPP may exercise any rights it may have, whether under the Agreement, at law or in equity, with respect to such material breach.

10.4 Client-Provided Telephones: Client may elect to reuse existing Client-owned telephones matching models offered by POPP. During service delivery, firmware updates and configuration of Client-provided telephone(s) will be completed by a POPP technician at Time and Materials rates (travel charge is waived). POPP will supply no warranty or support for Client-provided telephones. If the Client needs to replace a Client-provided telephone that is malfunctioning, they may either work with the supplier, or purchase/lease a replacement from POPP.

10.5 **EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS ADDENDUM, POPP HEREBY DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND RELATING TO THE TELEPHONES PURCHASED/LEASED BY CLIENT HEREUNDER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, REPRESENTATIONS OR WARRANTIES OF**

DURABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, MERCHANTABILITY, NONINFRINGEMENT, SATISFACTORY QUALITY OR TITLE ARISING FROM A STATUTE OR CUSTOM OR A COURSE OF DEALING OR USAGE OF TRADE, OR PERFORMANCE OR NONPERFORMANCE OF ANY TELEPHONES. IN NO EVENT SHALL POPP BE LIABLE TO CLIENT OR ANY OTHER PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUES, BUSINESS INTERRUPTION, LOSS OF BUSINESS OPPORTUNITY, OR OTHER SIMILAR PECUNIARY LOSSES, WHETHER OR NOT SUCH DAMAGES WERE FORESEEN OR UNFORESEEN IN CONNECTION WITH CLIENT'S PURCHASE/LEASE OR USE OF (OR INABILITY TO USE) ANY TELEPHONES. POPP'S TOTAL LIABILITY TO CLIENT FOR ANY DAMAGES ARISING OUT OF CLIENT'S PURCHASE/LEASE OR USE OR TELEPHONES UNDER THIS ADDENDUM WILL NOT EXCEED THE AMOUNT PAID BY CLIENT TO POPP FOR THE TELEPHONES UNDER THE AGREEMENT. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, POPP'S LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.

10.6 Leased Equipment: Equipment provided by POPP and leased to Client is only to be used in conjunction with the Internet Phone System Service and Client is not authorized to use the Equipment for any other purpose. Client is obligated to comply with all documentation and manufacturer's instructions that accompany such Equipment as strict adherence to technical documentation is required for warranty pass-through. Any violation of the preceding sentence will be considered a Default pursuant to the terms of the Agreement. Client will take all reasonable measures to protect and care for the Equipment as it would its own equipment. Client shall be responsible for all loss, damage, or destruction of the Equipment from the date of delivery to Client's premise until the date the Equipment is removed from Client's premises by POPP or its contractors or agents. Upon termination or expiration of the Agreement, the Equipment must be in the same condition as when originally delivered, normal wear and tear accepted. If Equipment cannot be recovered by POPP, or if Equipment is damaged beyond the ordinary wear and tear resulting from its use, Client will be liable to POPP for either the replacement value of the Equipment or its repair costs, both of which shall be determined by POPP. Under no circumstance may Client or its employees, agents, contractors, or subcontractors move the Equipment furnished as part of the Service outside of the facility in which it was installed without prior POPP approval.

10.7 The switch model and number of switches "necessary" is determined at POPP's discretion and is generally limited to switch capacity needed to make the Internet Phone System function. POPP reserves the right to limit the number of included switches. If the Client would like switches above and beyond what POPP has determined to be necessary, additional charges apply. Client may instead elect to use their own Ethernet switches. If so, Client assumes responsibility for configuration and troubleshooting of Client-provided Ethernet switches. Time spent by POPP assisting with configuration or troubleshooting of Client-provided Ethernet switches is billable at Time and Materials rates.

10.8 POPP shall furnish Service and Support of POPP provided Equipment, provided that the Equipment is used by the Client in compliance with these Terms of Service. For the purposes of this Exhibit, "Service and Support" is defined as fault isolation and diagnosis, hardware replacement for defective hardware, and software updates for defective software.

10.9 No POPP support of Client-provided equipment is included in this Service. If, after diagnosing a problem with the Service POPP determines that the Client-provided equipment or hardware is the cause of the problem, Client will be responsible for servicing such equipment or hardware. Depending on the situation and equipment, POPP may be able to provide some assistance with configuration or troubleshooting at the Client's request. However, any time spent by POPP assisting with configuration or troubleshooting of Client-provided equipment is billable at Time and Materials rates. Such support provided by POPP on Client-provided equipment is provided in a best-effort manner and Client agrees to hold POPP harmless for any loss of data, loss of productivity, or damages of any other type.

10.10 QoS Monitoring: For purposes of monitoring the Service quality and diagnosing root cause of Service-impacting issues, POPP may install a VoIP Management Device (VMD) during CPE installation at the Client's Premise. This CPE securely routes traffic data to the POPP Service cloud for Client and/or site-specific analysis. The VMD model is determined at POPP's discretion and is generally limited to a model capable of providing QoS for internet connections up to 1000Mbps. If the Client would like a VMD for connections over 1000Mbps, additional charges apply. If Client elects to not have POPP install a VoIP Management Device and instead manage quality of service through their own firewall, Client assumes responsibility for configuration and troubleshooting of Client-provided firewall. Time spent by POPP assisting with configuration or troubleshooting of Client-provided firewall is billable at Time and Materials rates.

10.11 It is the Client's responsibility to secure any applicable usage rights and pay any applicable royalties to content owners for copyrighted material uploaded to the Music on Hold server. POPP-provided Music on Hold options are for Internet Phone System use only. Client may not download or extract POPP-provided Music on Hold resources for any other purpose.

11.0 INTERNET PHONE SYSTEM DELIVERY

11.1 Internet Phone System service delivery will be completed during regular business hours, (starting no later than 4PM) Central time, excluding POPP holidays. Delivery of Internet Phone System services outside of regular business hours may be subject to additional charges that will be presented to Client through the Order Change Management process defined below. If converting to Internet Phone System from another telephone system or reusing existing telephones, Client may experience downtime up to 60 minutes during conversion to the Internet Phone System. However, typically conversions happen with 15 minutes or less of downtime.

11.2 Order Change Management: Client-requested changes may result in additional charges to those listed in the Proposal and may impact the project timeline as defined by the POPP Project Manager. POPP Project Manager will coordinate all project changes received prior to the installation date with the Client-designated contact and facilitate changes to the project through POPP's Order Change Management process prior to POPP performing work. Change requests received following the change freeze date will be processed through the Moves, Adds, and Changes process.

11.3 Internet Phone System Training and Administration: POPP offers the following types of training:

11.3.1 Online Training: Videos and User Guides available on www.popp.com (provided at no charge for all clients)

11.3.2 Technician Basic Training: Informal review of basic phone system functionality provided by the technician at the time of installation (provided at no charge for locations with < 8 Users)

11.3.3 Instructor Led Training: Formal training provided by the POPP Project Manager. Instructor Led Training is provided at the time of installation in a single visit as follows:

i. Locations with 8-50 Users – up to 2 hours included at no charge

ii. Locations with 51-80 Users – up to 4 hours included at no charge

iii. Locations with 81-100 Users– up to 6 hours included at no charge

iv. Locations with 100+ Users – up to 8 hours included at no charge

11.3.4 Addition instructor visits or additional hours are available at Time and Materials rates + travel charge. Instructor led training requested after the installation date is billable as follows:

i. On-site Instructor Led Training - Time and Materials rates + travel charge

ii. Remote Instructor Led Training - Time and Materials rates (no travel charge)

12.0 CLIENT REPRESENTATIONS AND WARRANTIES

12.1 In addition to the representations and warranties as set forth in the Agreement, Client acknowledges that the Internet Phone System Service governed by the Agreement is subject to U.S. export laws and regulations and that any use or transfer of the Internet Phone System Service must be authorized under those laws and regulations. Further, use of the Internet Phone System Service outside of the U.S. may subject Client and/or Client's end users to export or import regulations in other countries. Without limiting the foregoing, goods, software or technical data related to the Internet Phone System Service are prohibited for export or re-export to Cuba, Iran, Sudan, North Korea, Syria or foreign nationals thereof, or any other country that is subject to U.S. economic sanctions or comprehensive export controls restricting such export or re-export, as well as to persons or entities barred from engaging in export transactions by the U.S. Departments of Commerce, State or Treasury. Client represents and warrants that it will comply with such export controls set forth above. Client is responsible for notifying its end users of such restrictions and agrees to be responsible for end users' use. Client will not use, distribute, transfer, or transmit, directly or indirectly, information or any immediate product (including processes and services) utilizing the Internet Phone System Service, except in compliance with U.S. export laws and regulations.

13.0 DISCLAIMERS AND LIMITATION OF LIABILITY

13.1 **IN ADDITION TO THE LIMITATION OF LIABILITY AS SET FORTH IN THE AGREEMENT, POPP DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF THE DELIVERY, INSTALLATION, SUPPORT OR USE OF ANY SOFTWARE. POPP ASSUMES NO OBLIGATION TO CORRECT ERRORS IN ANY SOFTWARE. CLIENT UNDERSTANDS AND ACCEPTS ALL RESPONSIBILITY FOR ANY SOFTWARE MEETING CLIENT'S REQUIREMENTS OR EXPECTATIONS.**

13.2 **POPP PROVIDES, AND CLIENT HEREBY ACCEPTS, ANY POPP OR THIRD PARTY HARDWARE OR SOFTWARE PROVIDED TO OR USED BY CLIENT IN CONNECTION WITH THE SERVICES "AS IS" WITH NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF ANY KIND, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. NOTHING HEREIN SHALL BE INTERPRETED TO ENHANCE OR CREATE ANY WARRANTY WITH RESPECT TO ANY THIRD PARTY SOFTWARE. POPP DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF THE DELIVERY, INSTALLATION, SUPPORT OR USE OF ANY SOFTWARE. POPP ASSUMES NO OBLIGATION TO CORRECT ERRORS IN ANY SOFTWARE. CLIENT UNDERSTANDS AND ACCEPTS ALL RESPONSIBILITY FOR ANY SOFTWARE MEETING CLIENT'S REQUIREMENTS OR EXPECTATIONS.**

14.0 INTERNET PHONE SYSTEM SERVICES AND SUPPORT

14.1 Internet Phone System Equipment and Services Support: After Internet Phone System service activation (Start of Service Date), Client will be required to contact POPP to report Internet Phone System and/or POPP network service repair issues, or to request moves, adds, changes to the Internet Phone System and network services. Only the authorized representative from the Client may request changes to POPP Internet Phone System and network services.

14.2 If POPP, or its contractors and agents, provide leased Equipment needed for Client to use subscribed Internet Phone System Service, then POPP or its designee shall furnish Service and Support of the Equipment when required, provided that the Equipment is used in compliance with POPP's normal operating instructions and not abused or modified by the Client.

14.3 Details regarding POPP's Services and Support are as follows:

14.3.1 Support calls are prioritized by severity, and then by the order in which each call is received. Critical equipment outages are treated with the highest priority. POPP will make a good faith attempt to return every support service call within four (4) business hours from receipt of call.

14.3.2 After-hours support is provided by an “on-call” technician for any emergency technical call that is received outside of regular business hours, including weekends and holidays. POPP’s technician will make a good faith effort to assist with client emergencies by telephone or remote support tools outside of regular business hours

14.3.3 POPP shall only provide support for features and functionality that are addressed in our Internet Phone System documentation. If Client attempts to use the telephones, software, hardware, or online portals in a manner not addressed in our documentation, they do so at their own risk. Client shall be responsible for any dispatch charges at Time and Materials rates to recover non-responsive equipment.

14.3.4 Clients should only use the online portals to make changes to the telephones unless instructed otherwise from a POPP support representative. Navigating into the built-in telephone menus and changing settings may result in the telephone entering a state in which it cannot be used to make calls and may not be recoverable by any means other than a factory reset.

14.3.5 Internet Phone System-Service and Support includes the provision of replacement hardware leased from POPP. Replacement hardware provided as part of Service and Support Services may be refurbished and will be furnished only on an exchange basis. Returned hardware that has been replaced by POPP will remain POPP's property.

14.3.6 End of Life Equipment

i. POPP may discontinue, or limit the scope of Service and Support Services, for Equipment that a third party manufacturer has declared "end of life", "end of service", "end of support", "manufacture discontinue", or similar designation ("End of Life") from time to time.

ii. POPP may notify Client of any hardware and/or software application elements that become End of Life by the manufacturer(s) at any time. Upon notification, POPP will consult with Client as to the impact and will include any recommendation to upgrade, replace, and/or deploy a new technology along with any applicable one-time or monthly service charges. .

14.4 POPP may electronically monitor supported Equipment for the following purposes:

14.4.1 Remote diagnostics and corrective actions.

14.4.2 To determine applicable charges.

14.4.3 To verify compliance with applicable software license terms and restrictions

14.5 None of the following are included in Service and Support provided by POPP:

14.5.1 Diagnosis or support of equipment or software other than supported Equipment provided by POPP in connection with the Internet Phone System Service, including without limitation, systems interfacing with supported Equipment;

14.5.2 Support of software not provided by POPP.

14.5.3 Data recovery services.

14.5.4 Services associated with relocation of supported Equipment.

14.5.5 Support of Equipment used in breach of applicable license restrictions or contrary to capacity and other use limitations under which the Equipment was licensed by the manufacturer;

14.5.6 Support of Equipment that have had their serial numbers altered, defaced, or deleted;

14.5.7 Service and Support or repair resulting from any of the following:

i. Neglect, misuse, power failures or surges, fault, or negligence of any persons other than POPP or its contractors, or causes external to the supported Equipment;

ii. The combination or integration of non-POPP furnished equipment, software, or facilities with supported Equipment (except as provided in the POPP documentation);

iii. Supported Equipment that have been changed, modified, or altered if such changes, modifications, or alterations are not performed or directed by POPP;

iv. Changes to the environment in which the supported Equipment were installed;

v. Any failure to follow POPP's or the manufacturer's installation, operation or service and support instructions, including the failure to permit POPP timely remote access to the supported Equipment;

vi. Actions of non-POPP or POPP authorized contractor personnel; or

vii. Force majeure conditions outside of POPP's reasonable control.

15.0 INTERNET PHONE SYSTEM ADMINISTRATION

15.1 Internet Phone System Administration: POPP will retain all administrator privileges for hardware and software delivered under the Internet Phone System Service.

15.2 System Administration: Client agrees that administrators and end users shall be responsible to utilize POPP-provided training materials in order to perform basic day-to-day administration themselves using the Administrator and/or User Portals. POPP is available to remotely assist with routine administration changes at no additional charge during regular business hours. POPP reserves the right to invoke Time and Materials charges if the Client change requests are excessive in frequency or complexity

(such as a significant call-flow re-design). Non-emergency changes requested After Hours may also be chargeable at Time and Materials rates. Only authorized Client contacts can request changes to the Internet Phone System Service. All Adds, Moves and Changes performed on-site by POPP will be charged at current service rates.

15.2.1 Web Portal and Passwords - The Service includes secure access to web portals for viewing, configuring, and managing available options and features within the allowable permissions for Client's administrators and end users. Call Detail Records are viewable in the portal by both administrators and end users.

15.2.2 Client administrators and end users are responsible for the security of all user ID and password information. The Agreement applies to all IDs and passwords associated with the Services account. By enrolling for and using the Services, Client accepts sole responsibility for the security and confidentiality of all passwords, including immediately updating temporary passwords sent to end users via e-mail for their initial portal login.

15.2.3 Accidental or unauthorized disclosure of passwords or user ID or inappropriate use may have serious consequences and POPP shall have no liability for failure to securely maintain this information. Additionally, Client remains responsible for the use of each of its accounts, whether used under any name or by any person, and for ensuring full compliance with the Agreement by all end users of the account. In the event of a breach of security through Client's account, immediately contact POPP.

15.2.4 POPP will only provide telephone service and support to an authorized contact.

15.3 Additions to Services: Added services will be co-terminus with the current service agreement unless otherwise defined within amended contract.

15.3.1 Client will be charged and agrees to pay a non-recurring charge as designated by POPP in connection with related configuration, installation, and training.

15.3.2 POPP will adjust and Client agrees to pay applicable additional monthly recurring charges for equipment and service and support services charges associated with Client-approved equipment and service and support service additions.

15.3.3 Upgrades requested in last six (6) months of the term of the Agreement are subject to POPP review and approval and may require a new term agreement. If upgrade requires new hardware, software, and on-site installation and less than half of the term of the Agreement remains in place, then a new agreement may be required at POPP's discretion.

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