



POPP Internet Phone System Terms and Conditions

1.0 DEFINITIONS

- 1.1 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.
- 1.2 Business Group (BG): A Hosted Internet Phone System Business Group is a "container" in the Metaswitch software that groups together telephones, lines, and features common to a single business entity.
 - 1.2.1 Individual Business Group (IBG): A multi-location billing account structure that has a Hosted Internet Phone System at more than one location and each location has its own Business Group.
 - 1.2.2 Service Activation (aka Cutover): The process of enabling the Internet Phone System service to become operable and in use by the Client.
 - 1.2.3 Shared Business Group (SBG): A multi-location billing account structure that has a Hosted Internet Phone System at more than one location and the locations share one Business Group.
 - 1.2.3.1 Business Group Account: The account that is designated as responsible for charges that apply per Business Group.
 - 1.2.3.2 Shared Business Group Account (SBG Account): A billing account that is part of a Shared Business Group. Aka SBG Location.
- 1.3 User Price Level: The User price level 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.)

2.0 SERVICE DESCRIPTION

- 2.1 POPP's Internet Phone System (hereafter "Service" or "Hosted Internet Phone System") is a service offering within the domestic United States consisting of POPP-provided hardware, software and network services which includes: (a) the provision of Hosted Internet Phone System manufacturer hardware, third party software and hardware, and telephone handset(s) at Client-specified service location(s) ("Premises"); (b) the furnishing of voice and data access, local, and long distance services; and (c) the Service and Support (as defined in Section 17.2 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).
- 2.2 The Hosted 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 Hosted Internet Phone System Service Delivery.
- 2.3 Client acknowledges and agrees that POPP's provisioning of Hosted Internet Phone System Service is predicated on the accuracy and timeliness of Client's answers to POPP Service questionnaires. POPP will not be liable for any installation delays or any reduction in or failure of the Hosted Internet Phone System Service as a result of any inaccuracy in Client's answers to Service questionnaires, or any material changes to Client's environment that would render such information inaccurate.

3.0 POPP INTERNET PHONE SYSTEM GUARANTEE

In the first 90 days following service activation, if there are functional problems with the POPP Hosted 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.

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. Client is solely responsible for any charges from the new provider.

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 PBX/user one-time phone system installation charges previously paid by the Client, EXCLUDING any cabling time and materials charges.

Once Client has paid all outstanding charges in full, POPP will dissolve the Agreement without early termination charges.

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:

- New provider service activation does not occur within 90 days of providing POPP with written intent to return the system.
- Client has not paid in full all outstanding phone system related charges owed to POPP within 10 days of new provider service activation.

4.0 SUSPENSION, TERMINATION AND CANCELLATION CHARGES

4.1 POPP may suspend the Hosted Internet Phone System Service: (a) immediately, when Client or an end user uses the Hosted Internet Phone System Services: (i) to make calls 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 (b) 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.

4.2 In the event of suspension under Section 4.1 above, POPP shall provide Client with an opportunity to cure as set forth in the General Terms and Conditions.

4.3 Client will remain responsible for any applicable early termination charges if Client chooses to terminate Service as a result of POPP's discontinuation of Service for cause or POPP's modification of Client's usage plan or product.

4.4 POPP reserves the right to determine, in its sole reasonable discretion, not to arrange for or to discontinue provisioning of such Services and to terminate the Agreement for any reason whatsoever by giving 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 the rules, regulations or policies of the Federal Communications Commission, state Public Utility Commission or equivalent regulatory entity, or any other applicable federal, state, or local governmental agency or entity may cause the provisioning of such Services to be unlawful, unprofitable, impractical or undesirable in the sole determination of POPP.

4.5 Client Default/Cancellation/Change After Start of Service Date:

Early termination charges ("Early Termination Charges") are equal to 40% of all Monthly Recurring Charges, usage charges and surcharges due for Service during the remainder of the initial term or any renewal term then in effect (based on the average Monthly Recurring Charges and usage charges during the months prior to termination, multiplied by the number of months remaining in the initial term or any renewal term then in effect), plus any Non-Recurring Charges previously credited or credits received from Company, and apply in the following situations (in addition to any and all other amounts due and owing):

- If, after the 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).
- If Client is committed to subscribe to Service for a minimum term and Client terminates the Agreement (and Service) by requesting disconnection of such Service(s) before the end of the Initial term or any renewal.
- If the Agreement and/or Service(s) are terminated for cause by Company, for any reason(s) not otherwise set forth above.
- If Client terminates the Agreement and/or Service(s), in whole or in part, for its convenience, for any reason(s) not otherwise set forth above.

5.0 PRICING, BILLING AND CHARGES

5.1 The billing account service address must be in the POPP Twin Cities service area.

5.2 POPP reserves the right to modify prices after the initial term. POPP will provide Client with thirty (30) days notice of any price increases. If Client elects not to accept a price increase, it may notify POPP in writing of its intent to terminate the Service within thirty (30) days of receipt of the notice of the rate increase. After POPP receives such notice, it will terminate Client's Service within sixty (60) days of receipt without imposing any termination liabilities. Client's use of the Service after the thirty (30) day notice period will constitute its acceptance of the price increase.

5.3 Hosted 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.

5.3.1 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.

- 5.4 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.
- 5.4.1 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.

6.0 SERVICE REQUIREMENTS AND RESTRICTIONS

6.1 To receive Hosted Internet Phone System Service, Client must provide the following:

6.1.1 Client-acknowledged/approved detail of network services including, but not limited to, complete and correct inventory of Client's telephone numbers to be ported to POPP (as required).

6.1.2 Clients porting telephone numbers from previous Service Providers are required to provide permission for POPP to obtain a Customer Service Record from their previous provider that details the following:

- a) Client Account Name;
- b) Client Account Address;
- c) Client Account Number;
- d) List of telephone numbers porting to POPP

6.1.3 Required supporting documentation to be submitted with Client-acknowledged network order.

6.1.4 Client contact information that includes telephone number and valid e-mail address.

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

a) 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.

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

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

6.1.6 A single point of contact to work with POPP and the technical installation team on all project activities and approve all job change orders.

6.1.7 Client will co-develop the project plan with the POPP Project Manager to include mutually agreed upon project schedule, installation / milestone dates.

6.1.8 It is Client's responsibility to provide properly terminated and labeled Category 5 or better station level cabling for each POPP-provided Hosted 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 Hosted Internet Phone System at the Client's request.

6.1.9 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 touch or move the VoIP Management Device in any manner without the permission or direction of POPP.

- 6.1.10 Client LAN must be sized to allow maximum amount of required data bandwidth plus the total number of simultaneous voice calls required by the Hosted Internet Phone System end users.
- 6.1.11 Client will ensure that it's LAN / WAN is configured according to VoIP specifications in Section 6.1.5 prior to scheduled Hosted Internet Phone System service activation.
- 6.1.12 During scheduled Hosted 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.
- 6.1.13 Client is responsible for the performance and (re)configuration of the end user desktop computers and / or corporate applications following the installation of POPP-provided Hosted Internet Phone System telephone sets.
- 6.1.14 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 Hosted Internet Phone System project plan.
- 6.1.15 Client will gather, define, and provide all required Hosted Internet Phone System programming information to POPP by the designated due date defined by the Project Manager.
- 6.2 Client-provided Broadband Services: If the Client chooses to use a non-POPP/Client-provided Internet connection:
- a) POPP makes no guarantee or representation to any performance Service Level Agreement, Quality of Service (QoS), or operation of Hosted Internet Phone System Service when accessed through Client-provided broadband services or Client-provided WAN access service.
 - b) Client is responsible for procurement, sizing, installation, configuration, maintenance and repair of Client-provided Internet service.
 - c) If a Hosted 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.
 - d) Client must notify POPP when IP addresses change and/or bandwidth increases, chargeable equipment configuration changes may be required.
 - e) If internet service provider (ISP) for Client-provided connection blocks SIP traffic in core, or blocks/rate-limits traffic on the internet connection, the Hosted Internet Phone System will not function properly.
- 6.3 Hosted 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. 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:
- a) Competing signals from neighboring WiFi access points/wireless channel/spectrum congestion.
 - b) Interference or obstructions between the phones and the WiFi access point.
 - c) Bandwidth consumption by other wireless devices.
- 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.
- 6.4 If the Client chooses to take a Hosted 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):
- a) Client shall be responsible for the installation of Hosted Internet Phone System telephone at alternate location.
 - b) Client must inform POPP of the new address 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 end 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.

6.5 E911 Capability: To receive Hosted Internet Phone System Service, Client acknowledges that E911 calling capability associated with Service: (a) may not be available during an electrical power outage affecting the Service location; (b) will not be available if Client's broadband connection service has been disrupted and not restored; (c) will not be available if Service has been discontinued for any reason, including Client non-payment; (d) 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; (e) 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 Hosted 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 (f) 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 end 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.

7.0 LOCAL SERVICES

- 7.1 Hosted Internet Phone System includes unlimited local calling minutes subject to the Usage Requirements described below:
- a) Features such as Local Directory Assistance, Local Operator Services and Directory Listings at the rates identified in POPP's tariff.
 - b) Hosted 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).
 - c) Anywhere Phone Numbers – Each Anywhere Phone Number includes 2000 minutes of incoming calls per month. Calls in excess of included minutes (2000 times number of maximum Anywhere Phone Numbers during month) 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.

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.

8.0 LONG DISTANCE SERVICES

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

Hosted 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 the maximum number of Users active during the billing cycle.

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.

Domestic long distance minutes in excess of the included long distance minutes are calculated as follows: Total long distance minutes used during the month minus the number of included minutes. 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.

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

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

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.

9.0 UNAUTHORIZED INTERNATIONAL CALLING

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.

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.

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

10.0 CALL RECORDING

Client acknowledges and understands that there are federal and state statutes governing the recording of 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.

11.0 CTI (COMPUTER TELEPHONY INTEGRATOR)

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.

12.0 EQUIPMENT

- 12.1. 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. Upon POPP's receipt of such returned purchased Telephones, subject to POPP's inspection, POPP will credit Client for the amount of the returned Telephone(s), less a twenty-five dollar (\$25.00) restocking fee for each such returned Telephone. The credit will appear on Client's next invoice from POPP. 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").

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, at POPP's expense, 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.

- 12.2. Leased Telephones: If Client has elected to lease Telephones from POPP, then 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. If Client leases Telephones, Client may not purchase them during the term of the Agreement. During the term of the Agreement, Client may exchange leased Telephone for a higher model and pay the associated lease charge. Client may not downgrade their Telephone

model during the term of the Agreement. In the event that, during the term of the Agreement, 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, at POPP's expense, for repair or replacement, POPP, in its sole discretion, will repair such Telephone or provide a replacement Telephone of the same or 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. 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.

- 12.3 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.
- 12.4 **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.**
- 12.5 Leased Equipment: Equipment provided by POPP and leased to Client is only to be used in conjunction with the Hosted 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.
- 12.6 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 Hosted 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.

- 12.7 POPP shall furnish Service and Support of POPP provided Equipment only during the Hosted Internet Phone System Service Term, provided that the Equipment is used by Client in compliance with these terms and conditions. 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.
- 12.8 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.
- 12.9 QoS Monitoring: For purposes of monitoring the Service quality and diagnosing root cause of Service-impacting issues, POPP will 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 250Mbps. If the Client would like a VMD for connections over 250Mbps, 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.
- 12.10 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 Hosted Internet Phone System use only. Client may not download or extract POPP-provided Music on Hold resources for any other purpose.

13.0 HOSTED INTERNET PHONE SYSTEM SERVICE DELIVERY

- 13.1 Hosted Internet Phone System service delivery will be completed during normal business hours, Monday through Friday, 7AM - 5PM (starting no later than 4PM) Central time, excluding POPP holidays. Delivery of Hosted Internet Phone System services outside of normal 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 Hosted Internet Phone System from another telephone system or reusing existing telephones, Client may experience downtime up to 60 minutes during conversion to the Hosted Internet Phone System. However, typically conversions happen with 15 minutes or less of downtime.
- 13.2 Program Management: POPP will provide a Project Manager to be Client's primary point of contact throughout the Hosted Internet Phone System service delivery process. The Project Manager is responsible for:
- a) Coordinating the installation and activation of POPP provided Equipment and network service;
 - b) Co-developing project plan with Client to include mutually agreed upon project schedule and milestone dates;
 - c) Providing Client with all associated circuit order numbers;
 - d) Providing and maintaining the project schedule;
 - e) Coordinating with Client all project related tasks, including:
 - i. Hosted Internet Phone System equipment procurement and shipping;
 - ii. Hosted Internet Phone System programming and database collection;
 - iii. Building access for technicians and network services;
 - iv. Completing the Hosted Internet Phone System site survey with Client;
 - v. Delivery, installation, and testing of POPP network services;
 - vi. Delivery and installation of Hosted Internet Phone System equipment;

vii. Hosted Internet Phone System service activation

f) Documenting order changes and facilitating the Order Change Management process.

13.2.1 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.

POPP will present Client with a Change Order (CO) request that includes applicable service charges. Client must notify POPP Project Manager of CO approval in writing. Changes include:

- a) The addition or change of hardware components and/or software license quantities provided for within the Service Order;
- b) Changes in the Hosted Internet Phone System Service Delivery Description;
- c) Any POPP-performed modification to network services once Client has provided network order acknowledgement and POPP has provisioned network service to accommodate network service activation;
- d) Requests for additional professional services;
- e) Delays in the project caused by Client readiness;
- f) POPP representative dispatch cancellation without 24-hour notice; and
- g) Upon a finalized project delivery schedule, any delays not directly caused by POPP or any POPP subcontractors.

13.3 Project Kickoff: The POPP Project Manager will schedule a project kickoff meeting with the designated Client contacts to review the following:

- a) Service Order and Hosted Internet Phone System Service Delivery milestones and required POPP deliverables;
- b) Review Client deliverables; and
- c) Coordinate Hosted Internet Phone System site survey.

13.4 Site Survey: A POPP representative will be dispatched to Client's service location to inspect and verify the following:

- a) Client-provided environment meet POPP and/or manufacturer's requirements;
- b) POPP will determine if sufficient network cable/wire facilities are present between the building Minimum Point of Entry (MPOE) and the Client's desired network service demarcation point (DMARC); and
- c) The POPP representative will determine if sufficient cabling is present between the Client's desired network service termination point and the respective IP endpoint locations.

13.5 Service Extension Charges: POPP will terminate Service at no additional charge at a MPOE on Client Premises. The MPOE will be determined in all instances solely by POPP. If Client needs an extension of Service beyond the MPOE (and POPP is willing to provide the extension), the extension is billable at POPP's Time and Materials rates. If, after preparing to begin work on Client Premises, POPP determines that additional work is required, POPP will so advise Client and the Parties will agree in writing to any additional charges before POPP continues with the work.

If POPP determines that there are insufficient station-level cable/wire facilities to deliver the services detailed in the Proposal, Client understands that Client will install, at Client's expense, new/additional cable/wire facilities between the desired network installation point and the end user desktop locations required for POPP to fulfill the Hosted Internet Phone System services delivery. POPP can provide Client with a quote for these services.

The Hosted Internet Phone System site survey may be conducted in collaboration with POPP network service delivery.

- 13.6 Hosted Internet Phone System Staging and Configuration: POPP will stage and configure the Telephone Sets included with the Hosted Internet Phone System Service in accordance with the manufacturer's published specifications and in a manner to align with Client-requested programming. Hosted Internet Phone System telephone sets may be shipped directly to Client's service location. POPP will program the Hosted Internet Phone System, voice mail, or other system components in accordance with manufacturer's published system/feature capabilities and as specified by the Client in the Hosted Internet Phone System programming worksheet submitted to POPP.
- 13.7 POPP Network services and Hosted Internet Phone System Telephone Set Installation: POPP Network services will be ordered and delivered in accordance with standard industry processes and procedures. Upon successful installation and testing of network facilities, POPP will install network routing and VoIP Management Device (if ordered, otherwise Client is responsible to configure their own firewall to prioritize voice traffic) in preparation for the Hosted Internet Phone System Service activation date. At that time, POPP may install and activate a limited number of Hosted Internet Phone System telephone sets to validate Client's LAN readiness.
- 13.8 Hosted Internet Phone System Service Activation by Service Location: The POPP Project Manager will coordinate with the designated Client contacts for the activation and testing of Hosted Internet Phone System Service. POPP will install and test each POPP-provided telephone set for proper name, extension, location and basic operation. POPP will install and test all analog terminal adapters for basic operation.
- 13.9 Hosted Internet Phone System Training and Administration:

POPP offers the following types of training:

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

Additional 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)

14.0 CLIENT REPRESENTATIONS AND WARRANTIES

In addition to the representations and warranties as set forth in the Agreement, Client acknowledges that the Hosted 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 Hosted Internet Phone System Service must be authorized under those laws and regulations. Further, use of the Hosted 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 Hosted 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 Hosted Internet Phone System Service, except in compliance with U.S. export laws and regulations.

15.0 DISCLAIMERS AND LIMITATION OF LIABILITY

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.

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.

16.0 SERVICE CREDITS

16.1 Voice: For Hosted Internet Phone System Voice Service outages due exclusively to the fault or failure of POPP,

Client, after an outage has been reported and the fault or failure is shown, will receive credit based on the monthly recurring charge (MRC) for the applicable Hosted Internet Phone System Voice Service as follows:

1 hour to 4 hours	1/4 day credit
4 hours to 8 hours	3/4 day credit
8 hours to 24 hours	1 day credit
Over 24 hours	1 day for each 8 hour period over 24 hours

16.2 Credit Limits and Reporting Procedures: Total credits under this Agreement are limited to 100% of the MRC for the affected POPP Hosted Internet Phone System Service for the month in which Service does not meet the guarantees. The above guarantees do not include the local access circuit (e.g. local loop), Client Premise Equipment (router or CPE) or Client's Local Area Network (LAN), scheduled maintenance events, Client caused outages or disruptions, interconnections to or from and connectivity within other Internet Service Provider (ISP) networks, and force majeure events (as defined in the relevant service contract).

To report a Service failure and request a credit, Client must call POPP at 763-797-7900 or 1-800-234-7677 within ten (10) business days of the service outage or service affecting issue.

17.0 HOSTED INTERNET PHONE SYSTEM SERVICES AND SUPPORT

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

If POPP, or its contractors and agents, provide and continue to own the Equipment needed for Client to use Hosted Internet Phone System Service, then during the Initial Term or any renewal thereof, 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. Client will be responsible for making any requests for Service and Support by contacting POPP via telephone or by giving POPP written notice. For the avoidance of doubt, POPP will not furnish Service and Support for Client-provided equipment and all costs or expenses related to fault isolation, diagnosis, hardware replacement and software updates for Client-provided equipment will be Client's sole responsibility.

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

17.2.1 POPP Network and Hosted Internet Phone System Service Coverage Hours. POPP Network and Hosted Internet Phone System Service and Support are provided on a 24 x 7 x 365 basis.

17.2.2 Hosted Internet Phone System Service Repair Response Intervals. Hosted Internet Phone System Service Repair Response interval is measured from the time Client initiates requests for Service and Support by contacting POPP via telephone or by giving POPP written notice. Service and Support work will be performed during Client's coverage hours. POPP's response to Client's request for Service and Support will include contacting Client, remotely accessing the equipment or by dispatching technical resources to Client's Premise. POPP will then diagnose and remedy the fault. POPP's repair response intervals for Hosted Internet Phone System Services are stated below:

- a) Priority 1: Within four (4) POPP business hours of a properly reported request for service and support service. If Client requires service outside of POPP's normal business hours, the Client will be billed at POPP's overtime Time and Materials rates.
- b) Priority 2: Within eight (8) POPP business hours of a properly reported request for service and support service.
- c) Priority 3: Within sixteen (16) POPP business hours of a properly reported request for service and support service.

17.2.3 Definition of Service and Support Priority:

- a) Priority 1: A problem which makes the continued use of one or more critical functions impossible (or severely restricted). Any defect that severely risks business operations. Problem may cause loss of data and/or restrict data availability and/or cause significant financial impact, such as:
 - i. 50% or more of the Hosted Internet Phone System telephones cannot receive or place calls or retrieve voice mail;
 - ii. An outage of the main business number for the Client's site;
 - iii. An outage of the automated attendant
- b) Priority 2: A problem which severely affects or restricts major functionality. The problem is of a time sensitive nature and important to long term productivity but is not causing an immediate work stoppage. Operations can continue in a restricted fashion, such as:
 - i. 20% or more of the Hosted Internet Phone System telephones cannot receive or place calls or retrieve voice mail;
 - ii. Certain features are not functioning properly or at all;
 - iii. Outage of the web portal administrative dashboards
- c) Priority 3: A minor condition or error that has no significant effect on a Client's site operations, such as:
 - i. Outages of less than 20% of the Hosted Internet Phone System telephones;
 - ii. A partial Hosted Internet Phone System web portal administrative dashboard outage or certain functions not working properly
- d) Priority 4: Internal POPP work order, non-client initiated.

POPP shall only provide support for features and functionality that are addressed in our Hosted 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.

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.

17.2.4 Hosted 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.

a) 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 Support") from time to time.
- ii. POPP may notify Client of any hardware and/or software application elements that become End of Support by the manufacturer(s) at any time during the initial or renewal service agreement commitment. 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 defining any applicable one-time or monthly service charges.

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

- a) Remote diagnostics and corrective actions;
- b) To determine applicable charges;
- c) To verify compliance with applicable software license terms and restrictions

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

- a) Diagnosis or support of equipment or software other than supported Equipment provided by POPP in connection with the Hosted Internet Phone System Service, including without limitation, systems interfacing with supported Equipment;
- b) Support of end user-defined applications;
- c) Data recovery services;
- d) Services associated with relocation of supported Equipment;
- e) 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;
- f) Support of Equipment that have had their serial numbers altered, defaced or deleted;
- g) 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.

17.3 Hosted Internet Phone System Administration

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

17.3.2 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 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 complete 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 Hosted Internet Phone System Service. All Adds, Moves and Changes performed on-site by POPP will be charged at current service rates.

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.

Client administrators and end users are responsible for the security of all user ID and password information. This 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.

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 this agreement by all end users of the account. In the event of a breach of security through Client's account, immediately contact POPP.

POPP will only provide telephone service and support to a Hosted Internet Phone System administrator.

17.4 Upgrades: Upgrades will be co-terminus with the current service agreement unless otherwise defined within amended contract.

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

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.

18.0 ACCEPTABLE USE POLICY

Client acknowledges that it has reviewed the POPP Acceptable Use Policy (AUP) found at www.popp.com and agrees to be bound by the current version of the AUP. 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 this Agreement. The Client agrees to check back to the AUP website periodically to review any changes to the AUP.

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