PRODUCT SCHEDULE
(for Service Provided in Europe)

Intermedia Unite™, Cloud PBX Services, Cloud Fax, Conference Bridge Services and Other Voice Products

This Product Schedule (this "**Schedule**") between **Intermedia Technologies Company Ltd. dba Voice Telco Services** ("**Voice Telco Services**") (a wholly owned subsidiary of Intermedia.net, Inc. ("**Intermedia**")) and the entity (whether a reseller or an end customer) purchasing any of the Services (as defined below) ("**You**") is effective immediately upon Your initial use, order or purchase of the Services and is issued pursuant to and incorporates by reference the terms and conditions of the Master Service Agreement (the "**MSA**") by and between Intermedia and You. The terms of this Schedule apply to any purchaser and user whose registered Service location (as reflected in the records of Voice Telco Services) is located in Europe. Purchasers and users whose registered Service location is located outside of Europe are subject to the terms of the Product Schedule applicable to their registered Service location. All references in the MSA to Intermedia will be interpreted as applicable to Voice Telco Services for purposes of incorporating such terms and conditions into this Schedule.

By ordering the Services, selecting "I Accept and Continue" in Your Account (as defined below), or using the Services (any of which are referred to as "**Acceptance**"), You accept this Schedule and agree to be bound by all of the terms and conditions of (i) the MSA; and (ii) this Schedule, including without limitation the provisions binding You to buy or use certain CPE (as defined below) as identified in this Schedule.

This Schedule includes the terms and conditions governing direct-dialed Voice over IP ("VoIP") calling (including as part of Voice Telco Services' Intermedia Unite® offering and Cloud PBX product) and certain calling and call management features or advanced features, including additional features or advanced features which may be offered at additional costs, and which Voice Telco Services, in its sole discretion, may add, modify, or delete from time to time and other services. This Schedule also incorporates the VoIP Emergency Services calling disclosures, notices and disclaimers set forth in the document entitled "Emergency Services Calling – Disclosures, Notices and Disclaimers" available with this Schedule at https://www.intermedia.com/legal/emea/uk/agreements (the "**Emergency Services Disclosure Document**"). **Note that Your acceptance of the MSA also constitutes Your acceptance of this Schedule and the VoIP Emergency Services disclosures, notices and disclaimers set forth in the MSA, in this Schedule and in the Emergency Services Disclosure Document. Your acceptance of such terms, including without limitation such VoIP Emergency Services disclosures, notices and disclaimers, is a necessary pre-condition before You can receive the Services described by this Schedule.**

In addition to the standard versions of the Services, this Schedule also applies to the versions of Intermedia's unified communications Service referred to as:

a. "**Bring Your Own Trunk**," which provides the functionality of Intermedia's standard version of its unified communications Service, but for which the underlying telecommunications services are provided by a third party of Your choice that is neither Intermedia nor the telecommunications carrier organization that is purchasing such Service from Intermedia (the "**BYOT Service Version**"); and
b. "**Bring Your Own Carrier**," which, similar to the BYOT Service Version, provides the functionality of Intermedia's standard version of its unified communications Service without the underlying telecommunications services, but is only available for purchase by telecommunications carrier organizations for resale to their customers in combination with such carrier's telecommunications services (i.e., not with the telecommunications services of Intermedia or any other third party) (the "**BYOC Service Version**").

The terms and conditions set forth in this Schedule apply to the BYOT Service Version and the BYOC Service Version. Certain special terms and conditions related to the BYOT Service Version and the BYOC Service Version are contained in Sections 9 and 10 below, respectively.

While the Services are provided directly to You by Voice Telco Services, one or more third parties have been authorized by Voice Telco Services as agents to conduct contracting, billing and support services to You on Voice Telco Services' behalf. Voice Telco Services' agents have no direct rights or obligations to You outside the scope of this Schedule and do not have any liability with respect to the Services.

All capitalized terms in this Schedule shall have the same meaning as set forth in the MSA, unless defined herein. **In the event of a conflict or inconsistency between the terms of the MSA and the terms of this Schedule, this Schedule shall supersede and govern.**

Certain of the Services incorporate or otherwise use artificial intelligence ("**AI**") features and/or technology. AI-based technology is subject to a number of risks that users should fully understand and consider before activating or using any AI-based features or services. Intermedia has created an Artificial Intelligence Policy and Notifications document (the "**AI Policy**"), which describes many of such risks and is available at https://www.intermedia.com/legal/emea/uk/policies. The terms of the AI Policy, as it may be amended and updated from time to time, are hereby incorporated by reference into, and made a part of, this Schedule (including, without limitation, Section 3 of the AI Policy, which identifies specific AI-based services and features that may be incorporated or otherwise used by the Services described in this Schedule).

Definitions. For the purposes of this Schedule, the following definitions apply:

"Access Information" means information that, alone or together with other information, can provide access to any portion of Your Account, including but not limited to Your Account number, login names, passwords, credit card or other financial information, security questions and their respective answers, and any other similar information. For the avoidance of doubt, Your Access Information will include any similar information for each of Your Users.

"Account" means the account created with Voice Telco Services in connection with this Schedule that relates to Your purchase or subscription to and use of Services by You and Your Users.

"Agent" means a party designated by Voice Telco Services to provide contract, billing and support services to You on behalf of Voice Telco Services.

"CPE" means Customer Premises Equipment used in the context of the Services as detailed in Section 1.2 of this Schedule.

"Data" means all data submitted by Your Users to Voice Telco Services in connection with the Services, including all content, material, IP and similar addresses, voice calls, fax calls, software, messages and account information and settings.

"Services" means the voice communications services sold by Intermedia and its subsidiaries (including without limitation Voice Telco Services), such as direct-dialed Voice over IP ("VoIP") calling/Cloud PBX service, fax, conference bridge and certain other calling and call management features or advanced features. The "Services" also include the voice communications services (e.g., VoIP calling, Cloud PBX, etc.) and the messaging (i.e., instant messaging and chat) functionality delivered as part of the Intermedia Unite offering. However, for purposes of clarification, the term "Services" as defined for purposes of this Schedule does not include (a) Voice Telco Services' SIP Trunking service or (b) the AnyMeeting video conferencing or SecuriSync backup and file sharing services that are delivered as part of the Intermedia Unite offering (for further information regarding the terms of such excluded offerings, please refer to the applicable Product Schedules and other documentation located at https://www.intermedia.com/legal/emea/uk/agreements); or (c) with respect to the BYOT Service Version and the BYOC Service Version, the telecommunications services that must be provided by a third party other than Intermedia in connection with such offering (including, without limitation, dial tone service for Your phone numbers, the ability to make or receive external phone

calls, calling minutes and usage, long distance and international calling service and rates, emergency service calling, and the purchase/acquisition of phone numbers).

"Third-Party Service" means any service or product offered by a party that is not Voice Telco Services.

"User" means any of Your employees, consultants or independent contractors to whom You grant permission to access the Services in accordance with Voice Telco Services' entitlement procedures. If You are purchasing Services under a user-based licensing model, Users may not be "shared" or used by more than one named individual (other than the administrative account that may be used by an appropriate number of individuals required to administer the use of Services within Your organization). If You are purchasing Services under a subscription-based licensing model, subscription licenses may not be "shared" or used by more than one named individual at any given time; however, a single subscription user license may be reassigned from one User to a different User (by removing the subscription license from the first User and assigning it to another registered User).

"Voice Telco Parties" means Voice Telco Services' officers, employees, agents and representatives; Voice Telco Services' affiliates (including parents and subsidiaries), vendors, licensors and partners; and their respective officers, employees, agents and representatives.

1 Service and Account.

1.1 Services. **[*Please see Sections 9 and 10 below for modifications to this section for the BYOT Service Version and the BYOC Service Version, respectively.*]** Voice Telco Services agrees to provide, and You agree to purchase, the Services. The Services include certain calling and call management features or advanced features, which may be offered at additional costs, and which Voice Telco Services may, in its sole discretion, add, modify, or delete from time to time. All real-time voice communications services and facsimile services must originate in the country of the applicable user's registered Service address (as approved by, and reflected in, the records of Voice Telco Services) (the "**Registered Service Location**"). Voice Telco Services may block all call traffic that does not originate from an IP Address within the applicable Registered Service Location, as determined by Voice Telco Services in its sole discretion. In addition, any call placed through the Services will be classified and charged (for example, as local, international or other type of call) based on the applicable Registered Service Location (and not the actual location from which the applicable call is placed). Failure by Voice Telco Services to block such services that originate outside of the applicable Registered Service Location does not constitute approval by Voice Telco Services (or any of its affiliates) for You to use the Services from such points of origin. The Services do not support Operator-assisted calls, including but not limited to any and all types of collect calls. In addition, the Services do not support 900 calls of any type or alternate network selection dialing. You acknowledge that any failure of attempted 900, Operator-assisted, or alternate network selection dialed calls is not grounds for any service credit, any other form of liability on the part of Intermedia or any of its affiliates (including without limitation Voice Telco Services), or termination of service by You.

1.2 Customer Premises Equipment ("CPE"). Use of the Services (whether as a standalone service, as part of the Intermedia Unite offering, or otherwise) requires the use of pre-approved, pre-qualified, and pre-programmed CPE. The CPE can be purchased directly from Voice Telco Services or from third parties. Third-party CPE must conform to the approved make and models as determined by Voice Telco Services in its sole discretion. In order to utilize the Services' functionality, You must install all CPE according to the installation instructions provided by Voice Telco Services using the preset configuration supplied by Voice Telco Services. You acknowledge that Voice Telco Services has custom-preconfigured all CPE to work with the Services if you purchase such CPE directly from Voice Telco Services, and that this custom configuration enables certain CPE features and disables others. Desk phones, cordless phones, wireless transmitters, wireless adapters and fax adapters acquired from or through Voice Telco Services are only to be used with the Services.

Please note that most SIP desk phones approved for use in conjunction with the Services natively support Power Over Ethernet (POE). Some models, however, may require the use of a supplementary POE injector, which must be purchased separately.

The Services do not support Point-of-Sale machines (Credit Card machines). The Services do not support alarm systems. In addition, please refer to Section 1.11 of this Schedule for limitations regarding certain fax devices.

1.3 Title to CPE. Upon submission of an order for Services, You retain all rights and title to CPE identified in, or in connection with, such order. In the event of CPE defects due to component failure and/or workmanship defects during the twelve (12) month defective CPE warranty period, You agree to return the CPE that has been pre-approved for replacement to Voice Telco Services (at Voice Telco Services' cost), in its original condition (excepting normal wear and tear) within thirty (30) days of Your written request for the exchange of defective CPE from Voice Telco Services. As per industry standard practice, Voice Telco Services will replace any defective CPE during the twelve (12) month defective CPE warranty period with either new or factory refurbished CPE at Voice Telco Services' discretion. You are required to provide adequate surge protection for all CPE, such as would be standard for a computer. Voice Telco Services shall not be responsible for CPE damage due to improper use, storage, installation, lightning damage, flood damage, or other damage inflicted by You. If You fail to return the CPE within thirty (30) days of receipt of the request or if Voice Telco Services at its sole discretion determines that the CPE defect is due to improper use, storage, installation, lightning damage, flood damage, or other damage inflicted by You, then Voice Telco Services will add the full original purchase cost of that CPE to Your next invoice or charge to Your form of electronic payment. Title passes to You for CPE shipments upon delivery on a Free on Board (FOB) origin basis.

1.4 Service and CPE Change Orders. You are responsible for all charges associated with change requests including new CPE and new Services in addition to those specified on Your initial order as confirmed with Voice Telco Services. Such change requests may be submitted via secure portal, the case management system, email to Voice Telco Services customer service and/or phone call to Voice Telco Services customer service and support teams (in each case by a party that is authorized to make changes to Your Account(s), subject to confirmation of such identity by Voice Telco Services) and are deemed the responsibility of You. Voice Telco Services reserves the right to verify whether an authorization is sufficient in its sole discretion.

1.5 Number Portability. **[*This section is not applicable to purchasers of the BYOT Service Version or the BYOC Service Version.*]** Availability and use of geographic (local), non-geographic (national) and toll free (free phone) number portability, for porting an existing telephone number to Voice Telco Services, is subject to Voice Telco Services' policies, as modified from time to time. If number portability is offered by Voice Telco Services and You decide to transfer Your existing number, You authorize Voice Telco Services to process Your order for the Service and to notify Your service provider of Your decision to switch Your services to Voice Telco Services and to transfer Your telephone number, and represent that You are authorized to take these actions. You may be required to complete a letter of authorization, provide Voice Telco Services with a copy of Your most recent bill from Your service provider, as well as provide Voice Telco Services with any other information required by Your service provider to port Your number. Failure to provide any information requested by Voice Telco Services or the third party service provider will delay the porting of the number to Voice Telco Services. Voice Telco Services shall not be responsible for (a) any delay in the porting of Your number or (b) outages with Your service provider prior to the successful completion of Your number port to Voice Telco Services, and will not provide credit for any such delays or outages. Expedites are not available. Voice Telco Services has the right to refuse to import a number if, in its sole discretion, it does not have the infrastructure to support the number.

1.6 Changes to Geographic, Non-Geographic and Toll Free Number Port Orders. **[*This section is not applicable to purchasers of the BYOT Service Version or the BYOC Service Version.*]** Number porting processing fees, as applicable in the specific country, are not refundable once a number port

request has been submitted to a carrier partner. Number porting charges are not refunded once a Firm Order Commitment (FOC) date has been received from the carrier partner, and furthermore, an additional 50% penalty is applied to port cancellations requests if the request is received less than three (3) business days from the FOC date. You acknowledge that Voice Telco Services cannot guarantee that such an immediate service reversion for numbers is even possible. Any change/cancellation of porting orders received after 12:00 noon CET will be considered as received on the next business day. All such charges are not refundable and do not qualify under any service guarantees.

1.7 Agent. You acknowledge and agree that (a) Voice Telco Services has designated an Agent to provide billing and support services to You in connection with the Services, (b) such actions by Agent shall be deemed to be the actions of Voice Telco Services with respect to those aspects of the relationship under this Schedule, and (c) You consent to the disclosure of Data to Agent for the purposes of the Services and the collection of Data by Agent for the purposes of the Services. For the avoidance of doubt, if You fail to respond to Agent when it is acting for Voice Telco Services under this Schedule, You shall be deemed to be in breach of this Schedule.

1.8 Geographic, Non-Geographic and Toll Free Numbers. **[*This section is not applicable to purchasers of the BYOT Service Version or the BYOC Service Version*.]** For the Services, You represent and warrant that all traffic delivered to You under this Schedule that has originated in the same calling area in which Your geographic, non-geographic or toll free number is assigned, and/or in which such traffic is terminated to You, is local traffic and is legally entitled to be treated as local traffic under all applicable country and local laws, administrative and regulatory requirements and any other authorities having jurisdiction over such traffic. You understand and acknowledge that Voice Telco Services will rely upon such representation to assign geographic, non-geographic and toll free telephone numbers to You and/or route Your traffic for termination as local calling.

1.9 Incompatibility with Traditional Telephony Network. If Your business requires the use of equipment that is designed to transmit or receive data over traditional telephony networks, collectively referred to here as "Transaction Processing Hardware," You should be aware that not all Transaction Processing Hardware nor their related application providers, such as banks or credit card processing companies, support the use of VoIP services. Although adequate service may be achieved in many cases, Voice Telco Services cannot recommend or support Your use of Transaction Processing Hardware with the Service.

1.10 Incompatibility with Certain Facsimile Devices. Fax adapters acquired from or through Voice Telco Services provide a port for connection to facsimile devices ("**Fax Devices**"). However, You should be aware that in some cases the Fax Device's configuration may need to be modified by You to optimize its performance with VoIP. You should also be aware that some Fax Devices, some Internet Service Providers (ISPs) and some broadband data connections may not be capable of delivering satisfactory fax operation with VoIP. Some older Fax Devices are incompatible due to delay sensitivity, and therefore Voice Telco Services recommends the use of Fax Devices that are no older than two (2) years. Some ISP services deliver inadequate quality of service to allow for reliable fax transmission. Voice Telco Services recommends that You always check with Your Fax Device manufacturer and ISP to determine their level of support for fax over VoIP.

1.11 Your Network Security Obligations. You are responsible for implementing security practices that conform with industry standards and best practices applicable to Your business and industry sector (additionally enhanced to support SIP-based VoIP applications and services). You are responsible for all fraudulent use of Your Services without regard to how it occurs. See Section 4.4(c) of this Schedule. **YOU HEREBY INDEMNIFY THE VOICE TELCO PARTIES AGAINST ANY RESPONSIBILITY FOR DAMAGES, CONSEQUENTIAL OR OTHERWISE, THAT ARISE FROM THE FAILURE BY YOU OR ANY THIRD PARTY TO PROPERLY PROTECT ANY NETWORK**.

1.12 On-Site Requirements. You are responsible for all aspects of Your working environment and of the access connectivity (Internet connectivity and local area network) it provides with respect to any quality of service issues to which it may contribute. Should You encounter material quality of service

issues with Your Service which are not related to Your working environment or to the access connectivity provided by You, but rather are attributable to the network or software provided by Voice Telco Services, then Voice Telco Services will use commercially reasonable efforts to remedy those issues within thirty (30) days of their being reported to Voice Telco Services. Should Voice Telco Services fail to achieve a remedy within thirty (30) days, then You will be free to discontinue Service without liability for early termination fees. Should reported quality of service issues be determined to be a result of Your provided access connectivity or of Your working environment, then Voice Telco Services will use commercially reasonable efforts to provide appropriate information to support that diagnosis and may provide recommendations as to its repair; however, You will remain responsible for its repair and will be held to the contracted commitments as executed.

2 Term and Termination.

The term and termination provisions of the MSA govern the provision of Services provided through this Schedule, except as specifically superseded or supplemented by the terms of this Section 2.

2.1 Rights Held by Voice Telco Services. With respect to the Services, the termination rights of Intermedia set forth in Section 2 of the MSA may be exercised by either Intermedia or Voice Telco Services.

2.2 Porting Does Not Constitute Termination of Service. **[*This section is not applicable to purchasers of the BYOT Service Version or the BYOC Service Version.*]** Even if You port a telephone number from your Account, You will continue to be liable to Voice Telco Services for Service until You terminate Your Account or the relevant Service.

2.3 Following Termination. **[*This section is not applicable to purchasers of the BYOT Service Version or the BYOC Service Version.*]** In addition to the provisions set forth in Section 2.4 of the MSA, **You acknowledge that in the event of any Service termination or cancellation, all telephone numbers associated with Your Account may be immediately released and may not be available to You for porting to a new carrier or upon Service reactivation with Voice Telco Services.**

3 Fees, Billing, Taxes, Charges, Promotions.

3.1 Fees. The fees initially charged upon ordering any Service will be effective for the Initial Term and each Renewal Term of this Schedule, provided that Voice Telco Services will have the right to increase these fees at any time upon notice to You. If You do not agree with such fee increase, You will have the right to terminate this Schedule and the applicable Service immediately upon notice, provided that such notice of termination must be received within thirty (30) calendar days of date of notice of the fee increase. All payments shall be in Pounds Sterling (GBP) or any other currency as may be permitted by Voice Telco Services. You will pay all non-recurring and recurring fees, regulatory cost recovery fees, surcharges, assessments and taxes (to the extent applicable) billed to Your Account. Fees are non-refundable. Recurring fees are typically billed once per month and include charges for the current month and usage or adjustments from the prior month. Telephone call minutes of use (including but not limited to inbound and outbound local, long distance, international, toll free, and conferencing) (to the extent applicable) and adjustments for additions, changes or deletions of certain monthly recurring services are billed in arrears. Rates may vary by destination country, city, and band, and are subject to change by Voice Telco Services from time to time without prior notice.

a. Voice Telco Service may charge a reactivation fee to renew Service for Accounts that have been suspended for non-payment or terminated by You.

b. Monthly recurring charges will automatically be applied to Your Account(s) seven (7) days after Your Acceptance if You have not activated the Services; otherwise, such charges will apply from the date of activation.

3.2 Advance Payment and Deposits. Activation and monthly recurring charges are billed in advance. Usage charges (to the extent applicable) are billed in arrears. Recurring charges commence accruing at the time the Services are provisioned by Voice Telco Services. Payment of all charges is due by the date specified in the applicable invoice or in Your Account (or, if no such date is specified in the invoice or in Your Account, fifteen (15) days from the date of the invoice) (the "**Due Date**") unless You have selected to automatically pay by Automated Clearing House (ACH), credit card or other form of automated payment, in which case charges will be automatically applied to the ACH payment account, credit card or other form of automated payment associated with Your Account(s). If You fail to pay for all charges by either: (a) more than thirty (30) days past the Due Date on one (1) occasion, or (b) more than fifteen (15) days past the Due Date on two (2) occasions within any twelve (12) month period, then You will be, upon receipt of written request from Voice Telco Services, required to pay a billing deposit ("**Billing Deposit**"), of an amount equal to twice Your average monthly bill for Services for the preceding three (3) month period. If You fail to pay the Billing Deposit within ten (10) days of receipt of the request to do so, then Voice Telco Services may, in its sole discretion and in addition to any other remedies available to Voice Telco Services, suspend or terminate all Services provided to You and maintain the Services in a suspended status until such time that You have paid all amounts then due, including the Billing Deposit. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, Voice Telco Services may make reasonable pro-rations to recurring charges.

3.3 Fair Use. **[*Please see Sections 9 and 10 below for modifications to this section for the BYOT Service Version and the BYOC Service Version, respectively.*]**

a. Your use of the Services must constitute "Fair Use" thereof. "Fair Use" means that (i) with respect to calling plans, the combined number of outbound minutes plus local inbound minutes or (ii) with respect to messaging plans (to the extent offered by Voice Telco Services in Your country of use), the combined number of outbound messages plus inbound messages, in either case does not substantially exceed, in Voice Telco Services' reasonable judgment, the average use of all other Voice Telco Services customers as measured on a per user basis. Usage and associated charges for excess usage will be determined based solely upon Voice Telco Services' collected usage information. For example, Fair Use prohibits any activities that result in excessive usage including, but not limited to, auto-dialing, continuous or extensive call forwarding, telemarketing, message blasting, fax broadcasting, fax blasting or transmitting broadcasts or recorded messages, or any activity that disrupts the activities of Voice Telco Services and/or other Voice Telco Services customers.

b. Services do not qualify for unlimited usage. The Voice Service packages come with a specified quantity of outbound minutes per licensed user dependent upon the purchased package. All outbound minutes per license for Your Account (or, in the case of a reseller, Your customer's sub-account) are pooled. All users in the Account or sub-account (as applicable) make use of this pool. Excess call charges apply once the total pool for an account has been consumed. Inbound is unlimited for all users in Your Account. Information regarding the minutes of usage per month and the costs for excess usage applicable to Your Services is available in the administrative control panel or from Your Voice Telco Services representative.

c. If Your usage exceeds the limits for Your Account or otherwise exceeds Fair Use, You agree that Voice Telco Services may immediately, in its sole discretion, (i) charge You for such excess usage via Your automated payment account or by invoice if You have been accepted into Voice Telco Services' check paying program, (ii) upgrade You to a plan or increase the limits on Your Account to address this excess usage, and/or (iii) suspend Your Account or terminate Your Account upon notice to You. Upon any upgrade or increase on the limits of Your Account, You will be responsible for the new costs and fees.

3.4 Taxes. You will be responsible for all applicable local tax and local tax reporting, now in force or enacted in the future, that arise from or as a result of Your subscription, use, and/or payment for the Services. Such amounts are in addition to payment for the Services and will be billed to You as set forth in this Schedule or the MSA if You are not directly charged for such taxes by the relevant public authorities. If You are exempt from payment of such taxes, You must provide Voice Telco Services with an original certificate that satisfies applicable legal requirements attesting to Your tax-exempt status. Tax exemption will only apply from and after the date Voice Telco Services receives such certificate.

3.5 Promotions. Voice Telco Services may occasionally offer special promotions from time to time and shall determine eligibility for, interpretation under and duration of such promotions in its sole discretion. For example, Voice Telco Services may, from time to time, offer a "free phone" promotion in connection with the Services (note, however, that the "free phone" promotion is generally not available to purchasers of the BYOC Service Version). Any such "free phone" promotion will be limited to certain phone models as specified by Voice Telco Services, and such phone models may be changed at any time, without notice, at Voice Telco Services' sole and absolute discretion. If You purchase Services with a "free phone" promotion but You then cancel those Services within the first 12 months of service, You will be required to repay to Intermedia or Voice Telco Services the pro-rated value of the phone. Additional information about the "free phone" promotion can be found on Intermedia's website at: https://www.intermedia.com/freephonepromo.

3.6 Subscription-Based Versus User-Based Licensing Models.

a. Subscription-Based Licensing. For Services purchased under a subscription-based licensing model, You may purchase subscriptions (i.e., licenses) to such Services without assigning a User to the subscription license at the time of initial purchase. When placing an order for a new Service subscription, or after increasing the desired quantity of User licenses in an existing subscription, any hardware rebates applicable to those User licenses will be immediately available on Your account, even prior to assigning the licenses to specific Users. After ordering a new Service subscription, or after increasing the desired quantity of User licenses in an existing subscription, billing for those licenses will begin after a seven-day grace period, even if the licenses have not yet been assigned to specific Users. When Your Account administrator removes a User from Your Account, the phone number and User license assigned to such User become available for future use; however, You will continue to be billed for the licenses, even after the removal of the User from Your Account, until You terminate the licenses (by decreasing the number of licenses on the Account). To the extent applicable, a hardware rebate penalty (if applicable) will not automatically be charged back to Your Account when a User is removed from the Account; rather, if applicable, the rebate penalty will only be triggered when You reduce the number of Service subscription licenses in Your Account below the number of the phone hardware rebates that have been used within that customer Account within the previous 12 months. Resellers of Intermedia Services may not transfer subscription licenses between different end-user accounts. Applicable taxes are based on the locality of the User to which the license is assigned. Any licenses that are not assigned to a User will be assessed taxes based on the primary address for the applicable customer account, as set forth in Intermedia's records.

b. User-Based Licensing. For Services purchased under a User-based licensing model, licenses for such Services are purchased for and assigned to a specific User at the time of initial purchase. Under this model, when Your Account administrator removes a User from Your Account, the license is terminated, and a hardware rebate penalty (if applicable) will automatically be charged back to Your Account if the User is removed from the Account within the first 12 months. Applicable taxes are based on the locality of the User to which the license is assigned.

4 Use of the Services.

4.1 Business Use; Call Centers.

a. Business Use. You will use the Services predominantly and primarily for Your own internal business, non-personal use. You will not allow any third party, including Your vendors and service providers, to access or use the Services. For the avoidance of doubt, You agree that You will not use the Services for residential purposes.

b. Call Centers.

i. The Service can be used for call center purposes where calls are primarily of an inbound nature and the system is being used in conjunction with Intermedia solutions where appropriate Contact Center licenses are purchased for this purpose.

ii. **[*This subsection is not applicable to purchasers of the BYOT Service Version or the BYOC Service Version.*]** You may not use the Services for any call center solutions in which Voice Telco Services' Service lines are being used for a high rate of outbound calls and/or calls which are primarily of a short duration – characteristics which are typically seen when employing the use of an outbound dialer application. Intermedia's services assume normal business usage which, for this service, means that the average call duration is greater than or equal to one (1) minute. If a customer's average call duration is less than one (1) minute during any month, a surcharge will be applied to all usage during that month.

4.2 Restricted Activities. You will not use the Services: (a) to harvest, collect, gather or assemble information or data regarding other users, including telephone numbers or e-mail addresses, without their consent; (b) for communications that are unlawful, harassing, libelous, abusive, harassing, tortious, defamatory, threatening, harmful, invasive of privacy, vulgar, pornographic, obscene or otherwise objectionable in any way or that are harmful to minors in any way under the law or otherwise; (c) to transmit or knowingly to accept any material or communications that may infringe the intellectual property rights or other rights of third parties, including, but not limited to, trademark, copyright, patent or right of publicity; (d) to transmit or knowingly to accept any material or communication that contains software viruses or other harmful or deleterious computer codes, files or programs such as, but not limited to, Trojan horses, worms, time bombs or cancelbots; (e) to interfere with, disrupt, attempt to interfere with or disrupt computer servers or networks connected to the Services or violate the regulations, policies or procedures of such networks; (f) to attempt to gain unauthorized access to or to gain access to the Services, other accounts, computer systems or networks connected to the Services, through password mining or any other means; (g) to harass or to interfere with another user's use and enjoyment of the Services; (h) to unlawfully record conversations in violation of applicable law; (i) to make calls that are not between individuals (e.g., automated calls are not permitted); or (j) in a manner deemed by Voice Telco Services to be inappropriate. You may not access the Services for purposes of monitoring their performance, availability, or functionality, or for any other benchmarking or competitive purposes, without Voice Telco Services' prior written consent. You may not access the Services if You are a direct competitor of Voice Telco Services, without Voice Telco Services' prior written consent pursuant to a separate written agreement.

4.3 No Resale. Services are for Your use and not third parties, and You are prohibited from intermingling traffic. Except as set forth in the following sentence, You shall not resell the Services and doing so constitutes an abusive practice subjecting You to immediate termination of this Schedule and the Services. You acknowledge and agree that in order to resell the Services You must enter into a separate written agreement with Voice Telco Services and that reselling the Services may require regulatory approvals.

4.4 Applicable Law; Regulatory Matters.

a. Applicable Law. **Use of the Services is only authorized in any of the countries where the Services are eligible for sale, as such list may be modified from time to time.** A list of such countries, as in effect at the time of request, is available from Your Voice Telco Services representative. You acknowledge and agree that access to and use of the Services may be restricted or limited as a result of Applicable Laws and that You will not use, or allow the use of the Services, in contravention of, and will comply with, any Applicable Law. You represent that (i) You and Your Users are not named on any Governmental Authority list of persons or entities prohibited from receiving exports, and (ii) You will not permit Users to access or use Services in violation of any export embargo, prohibition or restriction. You acknowledge and agree that that it is Your sole responsibility to use the Service in a lawful manner.

b. Regulatory Matters. **Notwithstanding any other provision of this Schedule or the MSA, this Schedule is subject to change, modification, or cancellation, with or without prior notice, as may be required or reasonably deemed necessary by Voice Telco Services pursuant to any Applicable Law, including any order, rule or decision of a Governmental Authority**. All taxes, regulatory fees, surcharges, assessments or other charges imposed by any Governmental Authority on

You or Voice Telco Services in relation to the sale or use of the Services are in addition to the fees and charges of Voice Telco Services and are the sole responsibility of You. If any such taxes or fees are assessed upon Voice Telco Services, Voice Telco Services may pass through such charges to You or assess a regulatory cost recovery fee. All such charges may be a flat fee or a percentage of Your Voice Telco Services charges and may change without notice. To the extent You are obligated to report and pay any applicable taxes or regulatory fees to a Governmental Authority, You hereby indemnify Voice Telco Services against any claim arising out of Your failure to do so.

c. Fraud. It is the express intention of the parties that You, and not Voice Telco Services, will bear the risk of loss arising from any unauthorized or fraudulent usage of Services provided under this Schedule to You. Voice Telco Services reserves the right, but is not required, to take any and all action it deems appropriate (including blocking access to particular calling numbers or geographic areas) to prevent or terminate any fraud or abuse in connection with the Services, or any use thereof; provided, however, that any such action will be consistent with applicable laws, rules, and regulations and provided further that the failure to take any such action will not limit Your responsibility for all usage of the Services.

4.5 Call Recording Features. **Notwithstanding any other applicable provisions or prohibitions of use set forth in this Schedule or the MSA, You agree and acknowledge that the laws regarding the notice, notification, and consent requirements applicable to the recording of conversations vary between countries and regions**. You agree that You are solely responsible for complying with all applicable laws in any relevant jurisdiction when using call recording features. Voice Telco Services and Voice Telco Parties expressly disclaim all liability with respect to Your recording of conversations. You hereby release and agree to hold harmless Voice Telco Services and Voice Telco Parties from and against any damages or liabilities of any kind related to the recording of any telephone conversations using the Services. You should carefully review Your particular circumstances when deciding whether to use the recording features of the Service, and it is Your responsibility to determine if, and under what conditions, the electronic recordings are legal under applicable laws. Voice Telco Services and Voice Telco Parties are not responsible for any misinterpretation, lack of understanding or lack of knowledge regarding the use of electronic recordings or the use of its products by any User, whether legal or illegal. The call recording feature is intended for single person use only. Voice Telco Services reserves the right to disconnect or modify Your service plan if Voice Telco Services determines, in its sole and absolute discretion, that Your usage of this feature is inconsistent with, or in excess of, normal usage patterns of other users of the Services.

In some jurisdictions, You are required to notify and/or obtain consent from all parties to record a phone call. As a result, You may need to inform Your employees and third parties whom You call through the Services that their calls are being recorded. Third parties will receive an automated announcement indicating that the call is being recorded only when they call You. You are responsible for obtaining any and all legally-required consents when You make a call with call recording enabled. You should obtain legal advice prior to recording any call. The information above does not constitute legal advice.

4.6 Caller Name Identification Services ("**CNAM**"). ***[This Section 4.6 only applies to Services in countries where CNAM services are available. In addition, this Section 4.6 is not applicable to purchasers of the BYOT Service Version or the BYOC Service Version.]*** Outbound CNAM is available upon request, although Voice Telco Services reserves the right to provide a default name which will typically be either the name of the enterprise account or the billing contact for the Services, as provisioned in Voice Telco Services' systems as of the date that the CNAM order is entered. Voice Telco Services may modify the name submitted to meet regulatory and/or third-party vendor requirements. Upon request, Voice Telco Services may modify the CNAM in a manner consistent with relevant law, and charges may apply. If You prefer for Your number not to be displayed, You must request initiation of the privacy indicator on Your account. Voice Telco Services is not responsible for CNAM not operating properly as Voice Telco Services, as all providers in the industry, relies on third-party databases and provisioning by the carrier or other provider that terminates the call to the called party. Voice Telco Services has no control over such third parties.

4.7 "Hold" Music. You represent to Voice Telco Services that, to the best of Your knowledge, any and all Hold Music provided by You to Voice Telco Services for the purpose of uploading to the Service is (a) not in violation of any third parties' patent, trademark, copyright or service mark rights; (b) is not libelous, obscene or otherwise contrary to the law; and (c) does not violate any third party's right of privacy or publicity; and that no such claims by third parties or the possibility of such a claim has been brought to Your attention. Accordingly, any claim made or action filed for misrepresentation, content, patent, trademark, service mark, or other copyright infringements arising out of the Hold Music provided by Voice Telco Services at Your request, You shall defend and hold harmless Voice Telco Services for all liabilities and damages suffered by Voice Telco Services as a result of said claim or action.

4.8 Chat Functionality. The chat functionality available through the Services ("Intermedia Unite Chat") is subject to the following restrictions and limitations:

a. *Web Links Not Scanned*. Intermedia Unite Chat allows users to share URLs or other forms of web links with one another via chat. However, neither Intermedia nor Voice Telco Services scans such URLs or web links for malicious code, inappropriate or illegal content, or any other harmful attributes, including without limitation disabling devices, drop dead devices, time bombs, trap doors, Trojan horses, worms, viruses and similar mechanisms (collectively, "Harmful Content"). Voice Telco Services and Voice Telco Parties expressly disclaim all liability with respect to any Harmful Content contained in any URL or web link shared between Your Users via Intermedia Unite Chat. You hereby release and agree to hold harmless Voice Telco Services and Voice Telco Parties from and against any damages or liabilities of any kind related to any Harmful Content contained in any URL or web link shared between Your Users via Intermedia Unite Chat.

b. *User Content*. Voice Telco Services does not screen or filter the content of messages, links or attachments sent via Intermedia Unite Chat (whether for offensive or illegal content, viruses or otherwise), and Voice Telco Services does not modify any User content sent using Intermedia Unite Chat. As with all Services, You assume full responsibility and liability for the legal and compliant use of Intermedia Unite Chat by Your Users. Voice Telco Services and Voice Telco Parties expressly disclaim all liability with respect to any content, links or attachments included by Your Users or any third parties in an Intermedia Unite Chat message. Message history (for messages sent via Intermedia Unite Chat) is retained by Intermedia/Voice Telco Services and is available, if required, for production in connection with legal proceedings in which You may be involved (i.e., litigation discovery) and law enforcement subpoenas, orders and other demands; however, Intermedia Unite Chat does not currently support account administrators' ability to export message history without Intermedia support.

c. *Service Limitations and Disclaimers*. Intermedia Unite Chat does not support messaging with users outside of Your organization; it only allows the exchange of messages with other internal Users within Your organization. Voice Telco Services and Voice Telco Parties expressly disclaim all liability with respect to any delays in the delivery of messages using Intermedia Unite Chat, messages that are not successfully delivered, messages that are deleted or lost, or User errors in the use of Intermedia Unite Chat (including without limitation accidentally adding an unintended participant to a chat session or group, sending messages to unintended recipients, or unclear or misleading communications due to the chronological/sequential presentation of chat messages). Intermedia Unite Chat allows a sender to edit messages that have been sent to other internal Users within our organization, but Intermedia Unite Chat does not support the ability to recall a message once it has been sent.

d. *Service Level Agreement*. For purposes of the Service Level Agreement for Intermedia Unite (available at https://www.intermedia.com/legal/emea/uk/agreements, as it may be amended from time to time), Intermedia Unite Chat will be deemed to be available (for purposes of determining "Service Availability," "Network Availability and "Cloud Voice Availability" for any particular period) so long as Users are able to send and receive messages in Intermedia Unite Chat through at least one of the available user applications (mobile, desktop, etc.).

e. *Company Messaging – WhatsApp.*

This Section 4.8(e) is subject to and shall be read in conjunction with Section 7.6 of this Schedule (Third-Party Integrations).

i. **Functionality.** In certain regions in Europe (including the United Kingdom and certain countries within the European Union), Intermedia may provide Company Messaging functionality using WhatsApp as a supported external messaging channel. This functionality enables businesses to manage customer conversations through shared messaging workflows within the Services.

Administrators are responsible for connecting WhatsApp numbers to the Services through Meta's embedded sign-up process, which requires the creation or selection of the applicable Meta business assets (such as a business portfolio and WhatsApp business account). Once connected, WhatsApp numbers may be configured within the Services for use in Company Messaging.

Administrators may create and manage Company Messaging groups, each associated with a specific WhatsApp number and designated Users. Messages sent by customers to that WhatsApp number are routed to the corresponding group, enabling assigned Users to receive and respond to such messages within the Intermedia applications.

At initial launch, Company Messaging with WhatsApp supports only customer-initiated conversations and User responses. Outbound-initiated messaging and template-based messaging are not supported unless and until such features are expressly made available by Intermedia.

ii. **Customer Responsibilities.** Without limiting Your obligations under this Agreement, You are responsible for all use of WhatsApp messaging functionality by You and Your Users, including:

- the content of all messages sent or received;
- compliance with all applicable laws and regulations, including those relating to privacy, data protection, and electronic communications; and
- obtaining and maintaining all necessary consents, permissions and opt-ins from end users where required.

iii. **Messaging Restrictions.** Messaging via WhatsApp is subject to terms, policies, guidelines and restrictions imposed by third-party providers, including Meta and WhatsApp, such as limitations on when messages may be sent. Failure to comply with such terms or policies may result in actions by the applicable provider, including messaging restrictions, reduced message throughput, quality rating impacts, suspension or termination of WhatsApp numbers or accounts, or loss of messaging capabilities. For example, responses may be limited to a defined time window following a customer-initiated message, after which additional restrictions may apply. Such restrictions may affect the functionality or availability of Company Messaging features. Intermedia is not responsible for actions taken by any such third-party providers.

iv. **Third-Party Accounts and Configuration**. Use of WhatsApp messaging may require You to create, maintain and manage accounts with third-party messaging providers, including Meta business portfolios and WhatsApp business accounts. You are responsible for the creation, ownership and administration of such accounts, the accuracy of all information provided, and maintaining such accounts in good standing. Intermedia is not responsible for delays, failures or limitations related to account verification or approval processes, phone number registration or migration, display name approvals, or account status changes imposed by the applicable provider.

v. **Content.** Intermedia does not monitor or control the content of messages transmitted via WhatsApp and is not responsible for such content, except to the extent required under applicable law.

vi. **Charges and Usage.** Use of WhatsApp messaging may be subject to fees charged by Intermedia, including usage-based charges and overage fees, as communicated by Intermedia from time to time. In addition, third-party messaging providers (including Meta) may impose separate fees directly in connection with messaging services, and You are responsible for all such charges.

vii. **Data Processing.** Use of WhatsApp messaging involves the transfer of Customer Data to third-party messaging providers, including Meta and WhatsApp, that process such data in accordance with their own terms and privacy practices. Such processing is subject to Section 7.6 of this Schedule.

5 Your Data and Privacy.

(a) Voice Telco Services does not own any of Your Data unless otherwise stated by Voice Telco Services. Except as set forth herein, in the MSA or in Intermedia's Privacy Policy or as otherwise required by Applicable Law, Voice Telco Services will not monitor, edit, or disclose any information regarding You or Your Account, including any Data, without Your prior permission. Voice Telco Services may use or disclose such information, including Data, to enforce this Schedule, to provide, support and bill for Services (including disclosure to the Agent and other third-party vendors and contractors), to respond to or monitor technical issues with the Services, for compliance purposes with Voice Telco Services' vendors, to protect Voice Telco Services' rights or property, and to protect against potentially fraudulent, abusive or unlawful use of the Services. In addition, Voice Telco Services may provide certain user registration and statistical information such as usage or user traffic patterns in aggregate form to third parties, but such information will not include any identifying information. You, not Voice Telco Services, will have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Data and, except as provided for herein, Voice Telco Services will not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Data. You understand and agree that it will be Your sole obligation to take, and that You will take, all measures necessary to protect Your Data, including, without limitation, the timely backup of all Data on one or more systems that operate independently from any system associated with the Services.

(b) In providing the Services, Voice Telco Services collects and maintains certain Data, known as customer proprietary network information ("**CPNI**"). This includes information that relates to the quantity, technical configuration, type, destination, location and amount of use of Services to which You subscribe. Your telephone numbers, name and address are not CPNI. Voice Telco Services may use CPNI without Your consent to provide the Services, for billing and collection purposes, to protect Voice Telco Services' rights or property or to protect users from fraudulent, abusive or unlawful use of the Services, to inbound telemarketing services for the duration of the call, or as required or permitted by law. Voice Telco Services may also use CPNI to offer additional services of the type that You already purchase. Voice Telco Services does not sell, trade or share Your CPNI with Voice Telco Services' affiliates or any third parties for marketing purposes, unless You authorize such use.

6 Lawful Intercept. [*This section is not applicable to purchasers of the BYOT Service Version or the BYOC Service Version.*] Voice Telco Services intends to fully comply with any applicable Lawful Intercept legislation as required in the country in which the applicable Service is sold. **By using the Service, You hereby agree and consent to Voice Telco Services' right, pursuant to lawful request by law enforcement or any Governmental Authority, to monitor and otherwise disclose the nature and content of Your communications if and as required by applicable law, without any further notice to You.**

7 Limitation of Warranty; Limitation on Liability; Third-Party Services.

7.1 **Limitation on Liability.** Neither Voice Telco Services nor the Voice Telco Parties will be liable for any direct, indirect, incidental, special, punitive or consequential damages, including but not limited to damages for lost profits, business interruption, loss of programs or information, and the like, that result from the use or inability to use the Services or from mistakes, omissions, the Services not meeting Your requirements or expectations, hardware failures, issues making calls to emergency services, interruptions, deletion of files or directories, errors, defects, or delays in operation or transmission, regardless of whether Voice Telco Services or any Voice Telco Party has been advised of such damages or their possibility. Voice Telco Services and the Voice Telco Parties will not be liable for any harm that

may be caused by the execution or transmission of malicious code or similar occurrences, including without limitation disabling devices, drop dead devices, time bombs, trap doors, Trojan horses, worms, viruses and similar mechanisms. The warranty restrictions and limitations set forth in this Schedule are in addition to the warranty restrictions and limitations provided for in the MSA.

7.2 **Limited Warranty.** Within thirty (30) days of the creation of Your Voice Telco Services Account, if You are dissatisfied with the Service, You may discontinue Service for a full refund of all Service charges (excluding toll-free and international charges and shipping). You are required to (a) provide advance notification to Voice Telco Services of intended return and cancellation under this warranty and (b) receive acknowledgement by Voice Telco Services that the return has been authorized. You are responsible for arranging and paying for the return of CPE and packaging all equipment to arrive at Voice Telco Services in good working condition within thirty (30) days of authorized return order. Refunds, where authorized, will generally be issued within ten (10) business days following the receipt of all CPE; billing for CPE will continue in the interim until Your account is completely cancelled. If all CPE is not returned or has been damaged by You or in shipping, You will be charged for the complete cost of all non-returned or damaged CPE. This warranty does not apply to any promotional cash cards or fees, or membership cards or rebates (to the extent applicable) that from time to time may be offered to You; if You discontinue the Services, the value of any such cards or fees or rebates (to the extent applicable) will be charged to You via ACH, credit card, or, if applicable, by invoice. Your delay in installing, configuring and/or using the Services and/or any delays such as those associated with number porting or ordering additional CPE, do not extend the period for this Limited Warranty.

7.3 **Additional Limitations on Liability.**

a. Except as otherwise set forth in this Schedule, You agree that the total liability of Voice Telco Services and any Voice Telco Party and Your sole remedy for any claims shall be as set forth in the MSA.

b. Notwithstanding anything to the contrary otherwise set forth herein, Voice Telco Services and the Voice Telco Parties will have no liability whatsoever in the event that You have, either under Voice Telco Services' direction or Your own actions, misconfigured any telephone or other device connecting to the Service, or if any User has any issue regarding a call to emergency services. You acknowledge and agree that the limitation of Voice Telco Services' and the Voice Telco Parties' liability is a material term to Voice Telco Services and that it would not otherwise enter into this Schedule without this limitation, and that You agree these limitations are reasonable. Emergency service calls will not function, or will not function properly, on the Service: (i) if You (or Your User) are located outside of the geographic area associated with your assigned phone number; (ii) if a User attempts an emergency service call from a location different from the address associated with the applicable phone number in the records of Voice Telco Services or any of the Voice Telco Parties; (iii) during any disruption of power at Your location; (iv) during any disruption of Internet connectivity to Your location; (v) during any period where service to You has been cancelled or suspended for any reason (including suspensions or cancellations for failure to pay or other default); (vi) if incorrect or invalid address information for You is provided, or if such information is not updated in the event of a change in primary location; or (vii) if equipment provided to or used by You in connection with the Service fails to function or is improperly (or is not) installed or configured. Emergency Service calls will not function until correct and valid address information has been input into the appropriate database(s), which may occur shortly after initial Service activation. You hereby release and agree to hold harmless Voice Telco Services and Voice Telco Parties (including without limitation Level 3 Communications, LLC, Voice Telco Services' other carrier partners, and their respective affiliates) from and against any damages or liabilities of any kind arising out of the failure of Emergency Services to function properly for the reasons set forth in the preceding sentence of this Section 7.3(b).

7.4 Licensor and Vendor Liability. Voice Telco Services' licensors and vendors are not responsible to You for any warranty provided by Voice Telco Services.

7.5 Third-Party Services. The Services may be compatible with Third-Party Services. While Voice Telco Services does not disclose or permit access to Your CPNI to Third-Party Services, Your installation or use of Third-Party Services on Your equipment or software could result in Your own disclosure of CPNI. Any purchase, enabling or engagement of Third-Party Services, including but not limited to implementation, customization, consulting services, and any exchange of Data between You and any Third-Party Service, is solely between You and the applicable Third-Party Service provider. Voice Telco Services does not warrant, endorse or support Third-Party Services. If You purchase, enable or engage any Third-Party Service for use with the Services, You acknowledge that the providers of those Third-Party Services may attempt to access and/or use Your Data used in connection with the Services as required for the interoperation of such Third-Party Services with the Services. You represent and warrant that Your use of any Third-Party Service signifies Your independent consent to the access and use of Your Data by the Third-Party Service provider, and that such consent, use and access is outside of Voice Telco Services' control. Voice Telco Services will not be responsible for any disclosure, modification or deletion of Data resulting from any such access by Third-Party Service providers.

7.6 Third-Party Integrations.

(a) Dependency on Continued Access to Integrated Third-Party Services. Certain versions and features of the Services may be integrated with Third-Party Services (such Third-Party Services, the "**Integrated Third-Party Services**"). You acknowledge that the integration and operation of the Services depends on the cooperation of the Integrated Third-Party Service provider (including without limitation Microsoft and other providers) and continued ability of the Services to access and integrate with the applicable Integrated Third-Party Service provider's systems, APIs and/or services. Intermedia does not control and is not responsible for the operation, availability or security of any Integrated Third-Party Service provider's systems, APIs or services. In the unlikely event that an Integrated Third-Party Service provider were to discontinue or materially alter its services or revoke or limit Intermedia's access to the Integrated Third-Party Service provider's systems, APIs or services, such actions may materially impact the functionality, availability and/or performance of the Services or Your usage of the Integrated Third-Party Services with the Services. If any such event occurs, Intermedia shall promptly notify You of any such event and its potential impact on Your Services.

(b) Service Level Agreement. The Services (to the extent they are integrated with Integrated Third-Party Services) may not be available, or their performance may be significantly impacted, during any period during which the Integrated Third-Party Service provider's service is unavailable or experiencing performance issues related to its Integrated Third-Party Service provider's system network, infrastructure or other factors, including without limitation authentication issues within the Integrated Third-Party Service provider's platform (collectively, "**Third-Party Performance Issues**"). The Service Level Agreement for Intermedia's Unite Service will not apply to any unavailability or service performance quality issues of the Integrated Third-Party Service that are attributable to Third-Party Performance Issues.

(c) Responsibility for Third-Party Services. Without limiting Your obligations under Section 7.5 of this Schedule, You are responsible for obtaining and maintaining all necessary rights, licenses and permissions to access and use any Integrated Third-Party Services in connection with Intermedia Unite, and for complying with the applicable terms of such Integrated Third-Party Service providers. Intermedia is responsible solely for the functionality of the integration as provided within Intermedia Unite and does not assume responsibility for the operation, availability or performance of any Integrated Third-Party Services.

(d) Changes to Integrations. Intermedia reserves the right to modify, suspend or discontinue any integration with an Integrated Third-Party Service at any time, including where required due to changes imposed by the Integrated Third-Party Service provider, security concerns, legal or regulatory requirements, or where the integration becomes impracticable to maintain. Intermedia shall use reasonable efforts to provide advance notice of any material changes or discontinuation.

(e) Data Sharing and Processing. Where You enable an integration with an Integrated Third-Party Service, You instruct and authorize Intermedia to access, use and exchange Your data with the

relevant Integrated Third-Party Service as necessary to enable and support such integration. You acknowledge that any data shared with an Integrated Third-Party Service will be processed in accordance with that Integrated Third-Party Service provider's own terms and privacy practices. Intermedia is not responsible for the processing of Your data by such Integrated Third-Party Service providers, except to the extent required under applicable data protection laws in relation to Intermedia's role in facilitating the integration.

(f) No Warranty for Integrated Third-Party Services. To the maximum extent permitted by applicable law, Intermedia makes no representations or warranties in respect of any Integrated Third-Party Services, including their availability, performance, security, or compatibility with Intermedia Unite. Intermedia does not warrant that any integration with any Integrated Third-Party Service will be uninterrupted or error-free to the extent dependent on such Integrated Third-Party Services but shall use reasonable skill and care in providing the integration as part of Your Intermedia Unite services.

7.7 Accessibility Services. Voice Telco Services, either directly or through one or more Voice Telco Parties, makes certain ancillary services, such as IP Relay services, available to You that are designed to make some of the Services more easily accessible to individuals with certain disabilities (collectively, the "**Accessibility Services**"). Such Accessibility Services are provided on an "as is" basis, and neither Voice Telco Services nor the Voice Telco Parties make any representation or warranty with respect to the availability, the effectiveness or any other aspect of such Accessibility Services. Use of the Accessibility Services is at Your sole risk. Notwithstanding anything to the contrary otherwise set forth herein, You hereby release and agree to hold harmless Voice Telco Services and Voice Telco Parties from and against, and that Voice Telco Services and the Voice Telco Parties will have no liability whatsoever in connection with, any damages or liabilities of any kind arising out of any error in receiving, transmitting or failing to receive or transmit any message or communication in the course of providing the Accessibility Services. You acknowledge and agree that the limitation of Voice Telco Services' and the Voice Telco Parties' liability is a material term to Voice Telco Services and that it would not otherwise enter into this Schedule without this limitation, and that You agree these limitations are reasonable.

8 Special Terms Applicable to Intermedia's Embedded Integration with Microsoft Teams ("Unite for Teams Embedded Service") (including without limitation the Unite for Teams Advanced service, as well as other available forms of embedded Unite for Teams applications).

This Section 8 is subject to and shall be read in conjunction with Section 7.6 of this Schedule (Third-Party Integrations).

8.1 Installation. Two (2) separate applications must be installed for each User in order for Your Unite for Teams Embedded Service to run properly: (a) the embedded Unite for Teams application (the "**Embedded Application**"); and (b) the Unite for Teams desktop plug-in application (the "**Desktop Plug-In**"). It is solely Your responsibility to ensure that both such applications are successfully installed. Your Account administrator must download and publish the Embedded Application through the administrative portal and provide access to the Embedded Application to all Users on Your Account. In addition, each User must download the Desktop Plug-In on their first use of the Unite for Teams Embedded Service; otherwise, the User will not be able to place or receive calls in Microsoft Teams using the Unite for Teams Embedded Service.

8.2 Chat Functionality. Users will have access to the chat feature in both Microsoft Teams and in Intermedia Unite (in the Unite for Teams Embedded Service). Intermedia, by default, will enable the chat feature in the Unite for Teams Embedded Service, so that Users can choose which application they desire to use for chat functionality. Running a chat feature concurrently in two separate applications may cause confusion for Your Users. If You wish for Your Users to use the Teams native chat feature, Intermedia recommends that You, through Your Account administrator, disable the chat feature in the Unite for Teams Embedded Service at the Account level. It is solely Your responsibility to manage and configure the chat settings in Your Account to align with Your preferred usage.

8.3 Presence Delays. Delays may occur in the communication connection between Intermedia's systems and Microsoft's systems (for example, due to high load on Microsoft's systems). If such delays occur, a User's presence status (in the optional Teams Presence Sync feature within the Embedded Application) may not be immediately updated upon joining or departing a meeting or call in Microsoft Teams. During that delay (which is typically in terms of seconds, not minutes), the Unite for Teams Embedded Service will not deliver queued calls or messages to the applicable User.

8.4 Access to Services. At any time that the Microsoft Teams service is experiencing a Third-Party Performance Issue, and such Third-Party Performance Issue limits Your ability to access Your Intermedia Unite services through the Unite for Teams Embedded Service, You will be able to continue accessing Your Intermedia Unite services, including sending and receiving phone calls and chat messages, outside of the Microsoft Teams application through (a) the mobile and/or web application of the Intermedia Unite service and/or (b) if the User restores the desktop application of the Intermedia Unite service, through such restored desktop application.

9 Special Terms Applicable to the "Bring Your Own Trunk" Service Version (BYOT Service Version).

Except as specifically set forth in this Section 9 or elsewhere in this Schedule, all of the terms of this Schedule (other than the terms in Section 10 below) apply to the BYOT Service Version. The BYOT Service Version differs from the standard version of Intermedia's unified communications Service in several important ways, and the following terms apply only to the BYOT Service Version. To the extent that any of the terms below conflict with other terms outside of this Section 9, the terms of this Section 9 shall govern:

9.1 Any purchaser of the BYOT Service Version (whether a direct customer or reseller of the BYOT Service Version) must obtain telecommunications services from a third-party provider. These third-party telecommunications services include, without limitation, dial tone service for Your phone numbers, the ability to make or receive external phone calls, calling minutes and usage, long distance and international calling service and rates, processing and routing of emergency service calls, and the purchase/acquisition of phone numbers. As a result, all terms of this Schedule that relate to Intermedia's provision of any telecommunications services do not apply to the BYOT Service Version.

9.2 For the standard version of Intermedia's unified communications Service, Intermedia provides all applicable Session Border Controllers ("SBCs"), which are devices or applications that govern the manner in which phone calls are initiated, conducted and terminated over a VoIP network. However, for the BYOT Service Version, You are solely responsible for obtaining, deploying, configuring, managing and maintaining all SBCs, which must be accepted by Intermedia and validated for interoperability with the Intermedia Unite service, necessary to connect the BYOT Service Version with the public switched telephone network ("PSTN"). If You fail to properly deploy, configure, manage and/or maintain the SBC(s) on Your network, then (i) Your BYOT Service Version may not function properly, (ii) You may be susceptible to security attacks, such as Distributed Denial-of-Service (DDoS) attacks, phone fraud, or other forms of cyber security incidents, and the financial, reputational and other losses and damage that may result from such security attacks, and/or (iii) Your business and operations may be adversely impacted in other ways. It is solely Your responsibility to ensure that Your SBCs are secure and properly configured, managed and maintained (including all applicable firmware and/or software updates) at all times, and You acknowledge and agree that Intermedia will not be liable for any loss that You may incur resulting from Your SBCs or any other element of Your network not provided by Intermedia. In addition, You further agree that Your SBCs connect to Intermedia and its network, and You will be held liable for any losses incurred by Intermedia, any Intermedia Party, or another party due to Your failure to properly deploy, configure, manage or maintain Your SBCs or any other element of Your network not provided by Intermedia.

9.3 With the standard version of Intermedia's unified communications Service, purchasers are able to purchase phone numbers from Intermedia or port phone numbers to Intermedia, in either case for use in connection with such Service. However, with the BYOT Service Version, You are not able to purchase phone numbers from, or port phone numbers to, Intermedia, because You are procuring Your

telecommunications services through a third party other than Intermedia. As a result, You must import into Your Intermedia account any of Your phone numbers that You desire to use in connection with the BYOT Service Version, and You must assign such numbers as part of the configuration and use of the BYOT Service Version. It is solely Your responsibility to ensure that Your phone numbers are properly imported and assigned in Your Intermedia account, and You acknowledge and agree that Intermedia will not be liable for any loss that You may incur resulting from Your failure to properly import or assign Your phone numbers in Your Intermedia account or from Your failure to successfully export Your phone numbers to another provider if You terminate Your Intermedia Services.

9.4 The Fair Use provisions of Section 3.3 of this Schedule that relate to calling plans do not apply to the BYOT Service Version, as Intermedia does not provide the calling minutes for BYOT Service Version plans. However, the Fair Use provisions of Section 3.3 of this Schedule that relate to messaging plans do apply to the BYOT Service Version. Therefore, for the BYOT Service Version, Section 3.3 is revised to read as follows:

> "3.3 Fair Use.
>
> a. Your use of the Services must constitute "Fair Use" thereof. "Fair Use" means that, with respect to messaging plans (to the extent offered by Voice Telco Services in Your country of use), the combined number of outbound messages plus inbound messages does not substantially exceed, in Voice Telco Services' reasonable judgment, the average use of all other Voice Telco Services customers as measured on a per user basis. Usage and associated charges for excess usage will be determined based solely upon Voice Telco Services' collected usage information. For example, Fair Use prohibits any activities that result in excessive usage including, but not limited to, message blasting, transmitting broadcasts, or any activity that disrupts the activities of Voice Telco Services and/or other Voice Telco Services customers.
>
> b. Services do not qualify for unlimited usage.
>
> c. If Your usage exceeds the limits for Your Account or otherwise exceeds Fair Use, You agree that Voice Telco Services may immediately, in its sole discretion, (i) charge You for such excess usage via Your automated payment account or by invoice if You have been accepted into Voice Telco Services' check paying program, (ii) upgrade You to a plan or increase the limits on Your Account to address this excess usage, and/or (iii) suspend Your Account or terminate Your Account upon notice to You. Upon any upgrade or increase on the limits of Your Account, You will be responsible for the new costs and fees."

10 Special Terms Applicable to the "Bring Your Own Carrier" Service Version (BYOC Service Version).

Except as specifically set forth in this Section 10 or elsewhere in this Schedule, all of the terms of this Schedule (other than the terms in Section 9 above) apply to the BYOC Service Version. The BYOC Service Version differs from the standard version of Intermedia's unified communications Service in several important ways, and the following terms apply only to the BYOC Service Version. To the extent that any of the terms below conflict with other terms outside of this Section 10, the terms of this Section 10 shall govern:

10.1 Any organization that purchases the BYOC Service Version directly from Intermedia (which, as described above, must be a telecommunications carrier organization purchasing such Service for resale to their customers in combination with such carrier's telecommunications services) must provide telecommunications services to such customers using such carrier's own telecommunications network. These telecommunications services include, without limitation, dial tone service for phone numbers, the ability to make or receive external phone calls, calling minutes and usage, long distance and international calling service and rates, processing and routing of emergency service calls, and the purchase/acquisition

of phone numbers. As a result, all terms of this Schedule that relate to Intermedia's provision of any telecommunications services do not apply to the BYOC Service Version.

10.2 For the standard version of Intermedia's unified communications Service, Intermedia provides all applicable network equipment (which is defined for purposes of this Schedule as the devices and applications that govern the manner in which phone calls are initiated, conducted and terminated over a VoIP network). However, for the BYOC Service Version, You are solely responsible for configuring, managing and maintaining all such network equipment within Your internal network, together with any interconnections procured by You to connect to the Intermedia network. If You fail to properly deploy, configure, manage and/or maintain the network equipment on Your network, then (i) Your BYOC Service Version may not function properly, (ii) You may be susceptible to security attacks, such as Distributed Denial-of-Service (DDoS) attacks, phone fraud, or other forms of cyber security incidents, and the financial, reputational and other losses and damage that may result from such security attacks, and/or (iii) Your operations may be adversely impacted in other ways. It is solely Your responsibility to ensure that Your network equipment is secure and properly configured, managed and maintained (including all applicable firmware and/or software updates) at all times, and You acknowledge and agree that Intermedia will not be liable for any loss that You may incur resulting from Your network equipment or any other element of Your network not provided by Intermedia. In addition, You further acknowledge that Your network equipment connects to Intermedia and its network. You agree that You will be held liable for any losses incurred by Intermedia, any Intermedia Party, or another party due to Your failure to properly deploy, configure, manage or maintain Your network equipment or any other element of Your network not provided by Intermedia.

10.3 With the standard version of Intermedia's unified communications Service, purchasers are able to purchase phone numbers from Intermedia or port phone numbers to Intermedia, in either case for use in connection with such Service. However, with the BYOC Service Version, You (the telecommunications carrier organization purchasing such Service for resale to Your customers) are responsible for providing Your customers with all applicable phone numbers, as well as all porting services related to such phone numbers, related to the Services, as part of Your responsibility to provide the telecommunications services for use in combination with the BYOC Service Version. As a result, You must import into Your customer's Intermedia account any phone numbers that You desire to use in connection with the BYOC Service Version, and You must assign such numbers as part of the configuration and use of the BYOC Service Version. It is solely Your responsibility to ensure that Your phone numbers are properly imported and assigned in Your customer's Intermedia account, and You acknowledge and agree that Intermedia will not be liable for any loss that may be incurred resulting from Your failure to properly import or assign such phone numbers in Your customer's Intermedia account or from Your failure to successfully export phone numbers if You terminate the Intermedia Services.

10.4 The Fair Use provisions of Section 3.3 of this Schedule that relate to calling plans do not apply to the BYOC Service Version, as Intermedia does not provide the calling minutes for BYOC Service Version plans. However, the Fair Use provisions of Section 3.3 of this Schedule that relate to messaging plans do apply to the BYOC Service Version. Therefore, for the BYOC Service Version, Section 3.3 is revised to read as follows:

> "3.3 Fair Use.
>
> a. Your use of the Services must constitute "Fair Use" thereof. "Fair Use" means that, with respect to messaging plans (to the extent offered by Voice Telco Services in Your country of use), the combined number of outbound messages plus inbound messages does not substantially exceed, in Voice Telco Services' reasonable judgment, the average use of all other Voice Telco Services customers as measured on a per user basis. Usage and associated charges for excess usage will be determined based solely upon Voice Telco Services' collected usage information. For example, Fair Use prohibits any activities that result in excessive usage including, but not limited to, message blasting, transmitting broadcasts, or any activity that disrupts the activities of Voice Telco Services and/or other Voice Telco Services customers.
>
> b. Services do not qualify for unlimited usage.

c. If Your usage exceeds the limits for Your Account or otherwise exceeds Fair Use, You agree that Voice Telco Services may immediately, in its sole discretion, (i) charge You for such excess usage via Your automated payment account or by invoice if You have been accepted into Voice Telco Services' check paying program, (ii) upgrade You to a plan or increase the limits on Your Account to address this excess usage, and/or (iii) suspend Your Account or terminate Your Account upon notice to You. Upon any upgrade or increase on the limits of Your Account, You will be responsible for the new costs and fees."