

The following Barry Communications, Inc. ("BCI") IP Connect, Supplemental Terms and Conditions ("IP Connect Supplement"), are in addition to and supplement the terms and conditions set forth in the Master Service Agreement ("MSA") between Barry Communications ("BCI") and Customer. By its use of the Service, Customer agrees to amend and/or supplement the Agreement as set forth herein. Capitalized terms used herein but not otherwise defined shall have the same meaning assigned to such terms in the Agreement. In the event of any conflict between the terms set forth in this IP Connect Supplement, the Agreement, Sales Order and any other agreement executed between the parties, the terms of this IP Connect Supplement shall prevail.

### 1. IP CONNECT

**1.1. IP Connect, Cloud Service.** The BCI IP Connect, Cloud Service ("IP Connect Cloud Service") is a cloud-based voice service offering that allows Customers to replace a system, including but not limited to, Key, PBX or other hosted systems with voice and other integrated system services. The IP Connect Cloud Service shall be supported with customer premise network equipment owned and maintained by BCI, which may include router(s), integrated access device(s), firewall(s), switch(s) and/or universal power supply (Collectively, "BCI CPE"). Customer shall reimburse BCI, on a time and materials basis, for the entire cost to repair and/or replace BCI CPE in the event of (i) misuse, (ii) failure to exercise reasonable care, (ii) altering original configuration, (iv) damage, (v) theft, (vi) disaster and (vii) Customer caused Service impairments. BCI will provide the underlying Cloud Voice and Data Connectivity during the Service term including configuration, installation, testing, initial customer training and maintenance as described on the Sales Order.

**1.2.** BCI will review support of other equipment on an individual case basis and incorporate such support in a separate Sales Order. In no event shall BCI be responsible for managing any equipment longer than the time period for which the manufacturer of that device supports the hardware and software.

**1.3.** In the event that Customer desires to retain control over its network equipment currently deployed within its network, and/or its Data/Internet connectivity: Customer may bring their own Customer Premise Equipment ("Customer CPE") and/or "Bring your Own Internet" ("BYOI") upon the prior approval by BCI and execution of the Customer CPE and BYOI Disclosure and Notice.

**1.3.1. IP Connect Cloud Service IP Phones.** Only Authorized IP Phones provided by BCI will be permitted to connect to the underlying IP Connect Cloud Service. Customer may order IP Phone from BCI under the Equipment Rental Plan or Equipment Purchase Plan (collectively, "Cloud IP Phone").

**1.3.2. Equipment Rental Plan.** BCI will charge Customer (i) a MRC charge per Cloud IP Phone during the Service term, which includes monthly maintenance during the Service term for hardware and software maintenance, hardware replacement, and Cloud IP Phone support. Customer acknowledges and agrees that that all the equipment shall at all times be the sole property of BCI and for use solely at the address of the Customer set forth on the Sales Order.

**1.3.2.1.** BCI warrants that, during the Service Term, or such period as the IP Connect Cloud Service is provided by BCI, the Cloud IP Phone(s) will be free from defects in materials and workmanship, software or firmware failure, under normal use and, and will substantially conform to the standard use documentation. During the Service term, BCI, at its sole option, (i) may make reasonable efforts to correct defects in the Cloud IP Phone(s), or (ii) may replace the defective Cloud IP Phone(s) and provide a replacement device to Customer. BCI's liability hereunder shall be to replace or make reasonable efforts to take corrective action with regard to the defective Cloud IP Phone(s). The remedy stated in this section shall be BCI's entire obligation and Customer's sole and exclusive remedy with respect to any defects of the Cloud IP Phone(s) and shall be in lieu of any other remedy available to Customer. Replacement covers hardware and firmware support, and Customer agrees to pay BCI an amount equal to the Replacement Cost (as defined solely by BCI) of any equipment that is destroyed damaged (beyond normal wear and tear) or lost (whether as a result of theft or otherwise). The term Replacement Cost includes the cost of physical phone, applicable taxes, shipping and configuration fees. Additional fees may apply if a field visit is required.

**1.3.2.2.** BCI shall provide testing and upgrading of the firmware on IP Phones during the Service term. BCI reserves the right to discontinue support of any IP Phone should the manufacturer render the device "End of Life" or "End of Sale" or discontinued.

**1.3.2.3.** BCI CPE and Cloud IP Phones, or parts, returned to BCI must be delivered, prepaid and packaged appropriately for safe shipment, to **Barry Communications 146 West Boylston Drive Worcester MA 01606**. Customer shall bear responsibility for loss or damage during the shipping process. Replacement BCI CPE and Cloud IP Phones or parts may be new or reconditioned.

**1.3.3. Equipment Purchase Plan.** Customers may purchase IP Phones with Managed Service from BCI (an Authorized Equipment Resell Partner) and will be charged (i) a Non-Recurring ("NRC"), plus any applicable taxes (ii) a monthly/quarterly/ yearly maintenance fee per IP Phone during the Service term for hardware, maintenance, upgrades, and IP Phone support. Upon termination of the Service, Customer shall own and retain title to the IP Phones.

- **Upgrades** – Customer will be required to purchase a new phone at the current price.

- **Downgrade** – Customer will be required to purchase a new phone at the current price.

The term and conditions of the Equipment Purchase and Equipment Purchased Managed Service Agreement are provided on Exhibits attached to this IP Connect Supplement

### 2. IP Connect, SIP Trunking.

The BCI IP Connect, SIP Trunking Service ("SIP Service") is a Voice over Internet Protocol ("VoIP") service offering that allows Customers to facilitate the connection of a Customer Premise Phone System, including but not limited to, Key, PBX or other systems with voice integrated system. The SIP Service shall be supported under customer premise network equipment owned and maintained by BCI, which may include routers, integrated access device(s), firewall(s), switch(s) and/or universal power supply (Collectively, "BCI CPE"). Customer shall reimburse BCI, on a time and materials basis, for the entire cost to repair and/or replace BCI CPE in the event of (i) misuse, (ii) failure to exercise reasonable care, (ii) altering original configuration, (iv) damage, (v) theft, (vi) disaster and (vii) Customer caused Service impairments. BCI will provide the underlying Voice and Data Connectivity during the Service term including configuration, installation, testing, and maintenance as described on the Sales Order.

BCI will review support of other equipment on an individual case basis and incorporate such support in a separate Sales Order. In no event shall BCI be responsible for managing any equipment longer than the time period for which the manufacturer of that device supports the hardware and software. In the event that Customer desires to retain control over its network equipment currently deployed within its network, and/or its Data/Internet connectivity: Customer may bring their own Customer Premise Equipment ("Customer CPE") and/or "Bring your Own Internet" ("BYOI") upon the prior approval by BCI and execution of the Customer CPE and BYOI Disclosure and Notices.

**2.1 Numbering.** BCI cannot guarantee specific Direct Inward Dialed ("DID") number blocks prior to Service activation. For IP Connect Cloud Service and SIP Service in which BCI is providing Customer with DIDs, BCI will exercise commercially reasonable efforts to gain access to Customer requested DID quantities and locations, but BCI does not guarantee Telephone Number availability. BCI may, upon 10-day written notice, reclaim any DIDs that have not been used to pass traffic within the immediately preceding 120-day period (or such shorter period as otherwise required by law) No refunds shall be made to Customer regarding reclaimed Telephone Numbers

**3. Rates and Charges.** (a) The rates and charges for the IP Connect Cloud Service and SIP Service shall be those set forth in the Sales Order or other appropriate Schedule thereto, and may be amended from time to time. The rates and charges in the Sales Order apply only to the Service provided at the service address listed on the Sales Order. Each additional Customer location added after the Effective Date of the Agreement shall require its own Sales Order. In addition to the rates and charges set forth in Sales Order, Customer shall be responsible for payment (i) inside wiring/cabling and demarcation point extensions (ii) any originating access charges or fees that are actually charged by the incumbent local exchange carrier to BCI as a result of the unique configuration of the Service, (iii) and all other similar charges in effect from time to time, however designated. For any BCI service used by Customer for which a rate is not specified in the Sales Order, BCI's standard business rate shall apply. (b) The rates and charges are subject to increase by BCI following the first year of Service. BCI will provide the Customer with 30-day written notice of any increase. (c) *Short durations Calls*; If ten percent (10%) or more of Customer's completed calls are equal to or less than 6 seconds in length

("Short Duration Calls") during any billing month, BCI reserves the right to charge and Customer shall be responsible for payment of a surcharge at BCI's then current standard rates and surcharges per Short Duration Call, which surcharge shall be in addition to the rates and charges for the Services and all other applicable surcharges and taxes. (d) *Unanswered calls*: If less than 60% of Customer's total call attempts are completed (or more than 40% are incompletes) for any given month per session and DSO circuit, BCI reserves the right to disconnect the Service OR to charge a surcharge at BCI's then current standard rates and surcharges per session per month.

**3.1. Usage Plan.** The IP Connect Cloud Service and SIP Service includes unlimited local, intra-state, outbound inter-state Domestic Contiguous long distance minutes, and inbound calling ("Calling"). Customer agrees to use the unlimited usage plans for normal voice calls and will not employ methods or devices to take advantage of unlimited calling by using service excessively or for means not intended by BCI. For the purpose of this section, "Normal" shall be defined as no more than (4) times the average usage of the average user across the BCI Customer Base for a period 6 months. BCI reserves the right to charge and the Customer shall be responsible for payment for all usage in excess of normal usage at BCI's standard rates. Further, Customer acknowledges that the IP Connect Cloud Service and SIP Service prohibits the following telephone activities: continual fax blasting or fax broadcasting, non-FCC compliant auto dialing for telemarketing, continuous and/or extensive call forwarding, call "spoofing" of any kind, National Exchange Carrier Association (NECA) charges or any other activities deemed to be abusive. Any Customer engaging in any of these prohibited activities shall be subject to immediate suspension and/or termination by BCI and if terminated the outstanding term of the Agreement shall become due and payable upon such termination in addition to any other damages that BCI may suffer. Not included in Unlimited Calling is Non-Contiguous Domestic Long Distance, International Long Distance, Toll Free Numbers or Usage, or other services like Directory Assistance billed on a per event basis. Charges for inbound toll-free calls are subject to the geographic restrictions and location of the person calling into the toll-free number. BCI reserves the right to charge additional usage charges for all calls which cannot be accurately jurisdictionalized due to invalid or missing/omitted NPA/ANI and the Customer shall be responsible for payment for additional usage charges at BCI's standard rates.

**4. Billing and Payment.** Billing for IP Connect Cloud Service and SIP Service shall commence upon Acceptance (as defined in the Master Service Agreement). All bills are due and payable upon receipt. If customer's bill is not paid by the date which is fifteen (15) days after the invoice date listed on the bill (the "Due Date"), Customer also shall pay BCI a monthly late charge amount equal to 1.5% of the unpaid balance due (or such lesser amount as is the maximum amount permitted under applicable law).

**5. Customer Moves, Adds, Changes and Upgrade Policy.** Only authorized Customer contacts can request changes to the IP Connect Cloud Service and SIP Service. Note that certain remote changes may require a reboot of the phones(s) to take effect. All Moves, Adds, and Changes performed by BCI will be charged at then current BCI's standard rates.

**5.1. Upgrade.** Upgrades will be co-terminus with the current term unless otherwise defined within amended Sales Order: (i) Customer will be charged and agrees to pay a NRC as designated by BCI in connection with related configuration, installation and training; (ii) BCI will adjust and Customer agrees to pay applicable additional Monthly Recurring Charge ("MRC") for Equipment and Service and Support charges associated with Customer approved Equipment and Service and Support additions; (iii) Upgrades requested in last 12 months of the term of the Agreement are subject to BCI 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 BCI's discretion.

**5.2. Cancellation of IP Connect Services.** Any IP Connect Cloud or SIP Service ordered by Customer shall continue until cancelled by Customer in accordance with this Section. Customer may cancel Services by completing and delivering to Barry Communications notification in writing of such cancellation. BCI shall terminate such IP Connect Cloud Service and/or SIP Service within sixty (60) days of the receipt of this notification, and Customer shall be required to continue to pay for such Service(s) until the end of such sixty (60)-day period. In the event that Customer cancels or terminates a IP Connect Cloud Service and/or SIP Service at any time during the Initial Term or Renewal Term, Customer agrees to pay to BCI as liquidated damages (and not as a penalty) an early termination charge, which shall become due and owing as of the

effective date of cancellation or termination, equal to: (i) an amount equal to the MRC times the number of months left in the term plus (ii) all costs, fees and expenses reasonably incurred in connection with the removal of all equipment specially ordered to service Customer, including crating, shipping, and insurance charges to a location designated by BCI. Customer is responsible to return all BCI CPE and Cloud IP Phones to BCI at the Customer expense. If BCI CPE and Cloud IP Phones has been damaged (beyond normal wear and tear), destroyed or lost, BCI may charge the Customer such amounts as may be equal to the replacement cost of such BCI CPE and Cloud IP Phones.

## **6. Customer Data**

**6.1. Instructions.** Customer instruct BCI to process Customer Data and Use Records in accordance with the terms and conditions of this Agreement. BCI will only use and disclose Customer Data and Use Records to provide, bill, optimize, improve, support, troubleshoot, and maintain the Services and /or Hardware and to comply with Applicable Law, or a binding order of a court or governmental body (or other legal process). In doing so, Customer acknowledge and agree that BCI may process Customer Data and Use Records on a global basis. Notwithstanding anything in this Section (Customer Data), BCI reserve the right to use, and to disclose Customer Data and Use Records to third parties: (i) if BCI determine, in our reasonable judgement, that such use or disclosure is necessary (a) to protect the safety of a customer, a user, or a third party; (b) to provide an emergency warning; (c) for the provision of Emergency Services; (d) to investigate suspected fraud or other illegal activity; (e) subject to Section Court Orders, Subpoenas and Additional Disclosures, as a result of a legal or governmental demand including without limitation by a criminal enforcement agency or regulatory body; or (ii) if you have provided consent. Customer represent, warrant and covenant that Customer have all rights and consents (and have made all requisite disclosures) necessary: i) for BCI to process Customer Data and Use Records for the purposes set forth in this Agreement; and ii) for BCI to provide Customer Data and Use Records to our affiliates and third-party service providers as necessary for the performance of this Agreement on a global basis. You further acknowledge and agree that BCI may aggregate Customer Data and Use Records with data from other customers, and at our sole discretion use, disclose and commercially exploit such aggregated data in an anonymized form.

**6.2. Accuracy & Retention.** Customer are solely responsible for Customer Data provided to BCI and Customer represent and warrant that all information Customer provide to BCI will be true. Customer acknowledge and agree that: (i) the Services provide a passive conduit for User Content, and Customer (and not BCI) are solely responsible for such User Content; and (ii) the Services are not intended for long-term storage of Customer Data. BCI only retain Customer Data and Use Records for as long as reasonably necessary to provide the Services and to comply with Applicable Law and will delete (i.e. putting beyond practicable use) in accordance with our data retention policy. Subject to any data retention requirements under Applicable Law and any written data retention commitment we make to Customer, BCI reserve the right to periodically permanently delete Customer Data and Use Records from the Services including without limitation where Customer account is delinquent, suspended, or has been terminated for more than thirty (30) days. Notwithstanding anything herein, should BCI become aware of any User Content which violates this Agreement, we reserve the right to delete such User Content immediately and without notice.

**6.3. Excluded Data.** Except where BCI have provided Customer with express written authorization, Customer represent and warrant that Customer and Customer Users have not and shall not upload or transmit to the Services, any data which is specifically regulated other than by general application data privacy laws ("Excluded Data") including without limitation as a "special category" of personal data under the EU General Data Protection Regulation 2016, as personal health information under the Health Insurance Portability and Accountability Act of 1996, as personally identifiable financial information under the Gramm-Leach-Bliley Act and as personal information under the Children's Online Privacy Protection Act (the "Excluded Data Laws"). YOU ACKNOWLEDGE AND AGREE THAT: (A) BCI HAVE NO LIABILITY FOR ANY FAILURE TO PROVIDE PROTECTIONS SET FORTH IN THE EXCLUDED DATA LAWS OR OTHERWISE TO PROTECT EXCLUDED DATA; AND (B) BCI SYSTEMS ARE NOT INTENDED FOR MANAGEMENT OR PROTECTION OF EXCLUDED DATA AND MAY NOT PROVIDE ADEQUATE OR LEGALLY REQUIRED SECURITY FOR EXCLUDED DATA.

**7. Disclaimer of Warranties.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SERVICE ARE PROVIDED ON AN "AS IS", AS AVAILABLE BASIS. OTHER THAN AS EXPRESSLY PROVIDED HEREIN, BCI DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL

WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR, NON-INFRINGEMENT OR TITLE TO THE MAXIMUM EXTENT PERMITTED BY LAW. BCI SPECIFICALLY DISCLAIMS ALL LIABILITY AND OBLIGATIONS WITH RESPECT TO ANY THIRD-PARTY SERVICE PROVIDERS. BCI does not warrant that the Service will meet the Customer's requirements or that the operation of the Service will be uninterrupted or error-free. Further, BCI does not warrant that all errors in the Service can be corrected.

**8. 911 and E911 Disclosure and Notice.** The BCI IP Connect Cloud Service and SIP Service is configured by BCI to support a static environment. As with any telephone and/or data technology, there are certain circumstances under which 911 or E911 emergency services may not function properly. THE FCC REQUIRES THAT BCI INFORM THE CUSTOMER OF POTENTIAL LIMITATIONS TO 911 OR E911 EMERGENCY SERVICES. 911 AND/OR E911 SERVICES WILL NOT BE AVAILABLE OR FUNCTION IF (i) THE TELEPHONE DEVICE TO WHICH A PARTICULAR TELEPHONE NUMBER HAS BEEN ASSIGNED IS MOVED TO A LOCATION OUTSIDE THE PREMISES WHERE THE TELEPHONE DEVICE WAS ORIGINALLY INSTALLED; (ii) THERE IS A LOSS OF ELECTRICAL POWER TO THE TELEPHONE AND/OR TO EQUIPMENT NECESSARY TO MAINTAIN YOUR BROADBAND CONNECTION. Customer acknowledges that it has received, has read and understands the 911 and E911 Disclosure and Notice, and that it agrees to the limitations, restrictions and Customer obligations set forth therein. Without limiting the generality of the foregoing, Customer agrees that it is responsible for determining its system requirements for the BCI IP Connect Cloud Service and SIP Service in light of the 911 and E911 Disclosure Notice and for ensuring that if any IP Phone is relocated outside of the location that it was originally installed, the physical location of such IP Phone is updated in accordance with the 911 and E911 Disclosure Notice. Customer will also notify anyone that may use the IP Phone of the limitations and restrictions set forth in the 911 and E911 Disclosure Notice, including the possibility that they may be unable to access 911/E911 service.

**9. Bring Your Own Internet Disclosure and Notice.** In the event that Customer shall use the IP Connect Cloud Service or SIP Service (i) in combination with any Data/Internet Service not provided by BCI but provided by the Customer or the Customer's vendor, (ii) with any other software and/or services provided by the Customer, or any other source other than by BCI, which may be installed to integrate with the IP Connect Cloud Service or SIP Service, including but not limited to broadband access, voice services (local, long distance, toll free, etc.) or any IP Solution (Internet access, VoIP telephone systems and services, call distribution and recording services), (iii) with any other Data/Internet service platform that is not connected to an BCI provided access facility, or (iv) any BCI provided equipment used in combination with any Data/Internet connection not provided by BCI, Customer agrees that it has read, understands and will abide by the terms and conditions set forth in the Bring Your Own Internet Disclosure and Notice Disclosure and Notice.

**10. Bring Your Own CPE Disclosure and Notice.** In the event that Customer shall use the IP Connect Cloud Service or SIP Service (i) in combination with any Non-BCI provided CPE used for termination of BCI IP Connect Cloud Service or SIP Service. Customer agrees that it has read, understands and will abide by the terms and conditions set forth in the Bring Your Own CPE Disclosure and Notice.

**11. Limitations on Broadband Use with IP Connect.** Broadband Internet Service is provided via third-parties Broadband and Cable Service Providers (Collectively "Broadband Service Provider") in their respective areas of service.

Broadband Internet Service between Customer's location and the Broadband Service Provider will be arranged and billed by BCI, and the Broadband Internet Service will be provided through the local servicing Broadband Service Provider. BCI makes no guarantee or representation regarding the speed, jitter, latency, or packet delivery of the Broadband Internet Service provided by the Broadband Service Provider. The Broadband Services shall be used by Customer, in conformity with Broadband Service Provider's "Acceptable Use Policy," which policy is available at Broadband Service Providers' web-site (Link to particular Broadband Service Provider Acceptable Use Policy can be found on their website), and which may be amended be the Broadband Service Provider from time to time. The Broadband Service Provider uses various tools and techniques to manage its network, deliver the service, and ensure compliance with the AUP. The Broadband Internet Services are not fail-safe and are not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the services could lead to severe injury to business, persons, property or environment ("High Risk Activities"). Customer understands that it may experience quality of service issues or degradation in Service resulting from the Use of Broadband Internet Service with BCI Service. The Service Level Agreement will not be applicable to any BCI Service provided to Customer used in combination with the Broadband Internet Service.

**12. Disclosures and Notices.** The following Disclosures and Notices associated with this IP Connect Supplement are incorporated by reference herein and are predefined by BCI. Every IP Connect Disclosure and Notice by BCI may not be relevant for every customer. For reference purposes the following is a list of Disclosures and Notices which may be inclusive of this IP Connect Supplement:

- Important 911 And E911 Disclosure and Notice at: <http://www.barrycommunications.com/contracts/911>
- Bring Your Own Internet Disclosure and Notice at: <http://www.barrycommunications.com/byo-internet>
- Bring Your Own CPE Disclosure and Notice at: <http://www.barrycommunications.com/byo-cpe>

**13.** The Exhibits associated with this IP Connect Supplement are attached hereto and incorporated by reference herein. IP Connect Supplement Exhibit(s) references are predefined by BCI. Every IP Connect Supplement Exhibit by BCI may not be relevant for every customer, consequently the related Exhibit identifiers associated with this IP Connect Supplement may not appear sequential. For reference purposes the following is a list of Exhibit some or all of which may be inclusive of this IP Connect Supplement:

- Exhibit A – 8x8 Service Agreement
- Exhibit B- Zoom Service Agreement
- Exhibit C- Five9 Service Agreement

**14.** BCI reserves the right to terminate the IP Connect Cloud Service and/or SIP Service(s) in accordance with the terms and conditions of the Agreement immediately and without advance notice if BCI, in its sole discretion, believes that the above restrictions on use have been violated. Customer is also responsible for adhering to BCI's Acceptable Use Policy as posted at [www.barrycommunications.com/wp-content/aup](http://www.barrycommunications.com/wp-content/aup)

This IPConnect Supplement is subject to the terms and conditions of the Master Service Agreement (MSA) and collectively are referred to as the "Agreement".

The following Barry Communications, Inc. ("BCI") IP Connect, Additional Terms and Conditions ("IP Connect Exhibit A"), are in addition to and supplement the terms and conditions set forth in the IP Connect Supplement and Master Service Agreement ("MSA") between Barry Communications ("BCI") and Customer. By its use of the Service, Customer agrees to amend and/or supplement the Agreement as set forth herein. Capitalized terms used herein but not otherwise defined shall have the same meaning assigned to such terms in the Agreement. In the event of any conflict between the terms set forth in this Additional Terms and Conditions, IP Connect Supplement, the Agreement, Sales Order and any other agreement executed between the parties, the terms of this Additional Terms and Conditions shall prevail.

**1. 8x8 Terms of Service**

8x8 will provide the Services, and you may access and use the Services, in accordance with the current 8x8 Terms of Services published at [8x8-Customer EULA](#). 8x8 will provide standard updates to the Services that are made generally available by 8x8 during the term. 8x8 may, in its sole discretion, discontinue the Services or modify the features of the Services from time to time without prior notice.

**2. Emergency Calling Services**

**2.1.** Customer acknowledges and agrees that the Services are an 'over-the-top' call-routing software solution that is integrated with, and is dependent upon, Customer's underlying telephony system (whether separately provided by 8x8 or a third-party telephony provider). AS SUCH, CALLS TO EMERGENCY SERVICES CANNOT BE MADE WITHIN THE SERVICES AND CUSTOMER MUST ENSURE THAT CALLS TO EMERGENCY SERVICES ARE SECURED THROUGH CUSTOMER'S UNDERLYING TELEPHONY PROVIDER. Customer is solely responsible for making sure its Agents and any other users of the Services are aware that calls may not be made to emergency services through the Service. 8X8 RECOMMENDS THAT CUSTOMER AND ITS AGENTS ALWAYS HAVE AN ALTERNATIVE MEANS OF CALLING EMERGENCY SERVICES.

**3. Acceptable Use Policy.** Customer consent to and agree to our applicable guides, statements, notices, and policies, including the 8x8, [Acceptable Use Policy](#) and Customer are on notice of and acknowledge that use of the Services by you or your End Users is subject to these guides, notices, and policies.

**4. Privacy Statement.** Customer consent to and agree to 8x8 Privacy Statement and Customer are on notice of and acknowledge that our collection, sharing, and processing (which may include organizing, structuring, storing, using, or disclosing) of your personal data will be subject to [8x8 Privacy Policy](#).

This IP Connect Exhibit is subject to the terms and conditions of the Master Service Agreement (MSA) and IP Connect Supplement and collectively are referred to as the "Agreement".

The following Barry Communications, Inc. ("BCI") IP Connect, Additional Terms and Conditions ("IP Connect Exhibit B"), are in addition to and supplement the terms and conditions set forth in the IP Connect Supplement and Master Service Agreement ("MSA") between Barry Communications ("BCI") and Customer. By its use of the Zoom Service, Customer agrees to amend and/or supplement the Agreement as set forth herein. Capitalized terms used herein but not otherwise defined shall have the same meaning assigned to such terms in the Agreement. In the event of any conflict between the terms set forth in this Additional Terms and Conditions, IP Connect Supplement, the Agreement, Sales Order and any other agreement executed between the parties, the terms of this Additional Terms and Conditions shall prevail.

**1. Zoom Terms of Service**

Zoom will provide the Services, and Customer may access and use the Services, in accordance with the current Zoom Terms of Services published at [Zoom. ULA-terms-of-service](#) and all applicable Zoom policies (available at <https://zoom.us/legal>). Zoom will provide standard updates to the Services that are made generally available by Zoom during the term. Zoom may, in its sole discretion, discontinue the Services or modify the features of the Services from time to time without prior notice.

**2. Emergency Calling Services**

This Section applies only to the extent Zoom is selected as the 'carrier' for emergency calls and for Nomadic Emergency Services provided by Zoom in the United States and Canada.

**2.1. Emergency Calling Notifications.** Customer acknowledges and agrees with all applicable emergency calling notices, policies, processes and procedures published on Zoom's website at [911 U.S. Notice](#) and [911 Canada Notice](#).

**3. Guides, Notices, and Other Policies.** You consent to and agree to our applicable guides, statements, notices, and policies located at [zoom.us/legal](#), including our [Zoom Phone Acceptable Use Policy](#), [Zoom Phone Numbering Policy](#), [Acceptable Use Guidelines](#), [911 U.S. Notice](#), [911 Canada Notice](#), [EU Emergency Calling Notice](#), and [Government Requests Guide](#), and you are on notice of and acknowledge that use of the Services by you or your End Users is subject to these guides, notices, and policies.

**4. Privacy Statement** Customer consent to and agree to Zoom [Privacy Statement](#), and Customer are on notice of and acknowledge that our collection, sharing, and processing (which may include organizing, structuring, storing, using, or disclosing) of your personal data will be subject to Zoom [Privacy Statement](#) and, if applicable, Zoom [Global Data Processing Addendum](#) and [US State Law Privacy Addendum](#).

This IP Connect Exhibit is subject to the terms and conditions of the Master Service Agreement (MSA) and IP Connect Supplement and collectively are referred to as the "Agreement".



The following Barry Communications, Inc. ("BCI") IP Connect, Additional Terms and Conditions ("IP Connect Exhibit C"), are in addition to and supplement the terms and conditions set forth in the IP Connect Supplement and Master Service Agreement ("MSA") between Barry Communications ("BCI") and Customer. By its use of the Service, Customer agrees to amend and/or supplement the Agreement as set forth herein. Capitalized terms used herein but not otherwise defined shall have the same meaning assigned to such terms in the Agreement. In the event of any conflict between the terms set forth in this Additional Terms and Conditions, IP Connect Supplement, the Agreement, Sales Order and any other agreement executed between the parties, the terms of this Additional Terms and Conditions shall prevail.

## **1. SERVICES AND USE**

"Services" means the proprietary hosted virtual call center software and system provided by Five9, Inc. ("Five9"). Customer agrees not to (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make the Services available to any third party in any way; (ii) reverse engineer, modify or make derivative works based upon the Services; (iii) input personally identifiable information or other sensitive or protected information into the virtual contact center database fields other than phone numbers; or (iv) use the Services for any purpose other than to support its call center business.

## **2. DATA USE AND RETENTION**

"Customer Data" is any identifiable information or data collected or provided by Customer to Five9 via the Services. During the Term, Customer authorizes Five9 to store Customer Data on its secure internal systems and to use and copy Customer Data for the purpose of providing the Services (including technical support) to Customer in accordance with this Agreement. Customer authorizes Five9 to use non-individually identifiable Customer Data to troubleshoot, test, improve, analyze, and optimize the Services. Five9 will not resell or share (unless, and only to the minimum extent, required by law or to satisfy governmental regulatory requirements) any Customer Data with an unauthorized third party. Five9 retains the right to periodically purge Customer data from Five9 servers according to the data retention practices are set forth at [www.five9.com/4433](http://www.five9.com/4433). Customer is responsible for, and represents and warrants that, Customer has and will continue to: (i) have the authority to provide the Customer Data to Five9; and (ii) obtain and maintain any necessary or legally required notices, policies, consents or releases from individuals or entities whose data or information is included in the Customer Data.

## **3. E-911 EMERGENCY SERVICES TERMS**

**a. Customer Responsibilities and e911 Limitations.** Customer understands that to the extent any e911 services are offered as part of the Services ("e911 Services"), such e911 Services will not function or will not function properly: (i) if a Customer user attempts a 9-1-1 call from a location different from the Customer user's then current address provided to Five9's e911 service provider by Customer; (ii) during any disruption of power at Customer's location; (iii) during any disruption of internet connectivity to Customer's location; (iv) during any period in which Five9, Five9's e911 provider, or Customer's local exchange carrier has cancelled or suspended delivery of services to Customer for any reason (including suspension or cancellation for failure to pay or Customer's default); (v) during any period of e911 outage or failure due to events beyond Five9's or its service provider's reasonable control; (vi) if incorrect or invalid Customer user address information is provided or is not updated accurately; or (vii) if Customer equipment fails to function, is not properly configured or is defective.

**b. Public Safety Answering Point.** Five9's e911 service provider uses commercially reasonable efforts to deliver every 9-1-1 call with the enhanced location data provided by Customer to the appropriate Public Safety Answering Point ("PSAP"). There are limitations placed upon Five9's e911 service provider by the PSAPs. Each of the approximately 6,000 PSAPs must individually agree to accept a 9-1-1 call with a VoIP type service. Customer acknowledges that PSAPs fall into three categories: (i) those that accept VoIP calls with location data on 9-1-1 equipment; (ii) those that accept VoIP 9-1-1 calls without location data on administrative lines; and (iii) those that do not accept VoIP 9-1-1 calls. In the case of (iii), VoIP 9-1-1 calls are routed to the next closest PSAP that accepts VoIP 9-1-1 calls.

**c. CUSTOMER SPECIFICALLY WAIVES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, ANY AND ALL CLAIMS OR CAUSES OF ACTION, ARISING FROM OR RELATING TO FIVE9'S SERVICES OR ANY OTHER SERVICE PROVIDED HEREUNDER TO CONTACT A PSAP OR OTHER EMERGENCY SERVICES PERSONNEL AND FIVE9 WILL NOT BE LIABLE FOR ANY LOSS (WHETHER DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL) THAT MAY ARISE FROM THE USE,**

**MISUSE, OR OPERATION, OF THE E911 SERVICES BY CUSTOMER. FURTHER, CUSTOMER ACKNOWLEDGES THAT FIVE9 WILL NOT BE LIABLE FOR ANY CLAIMS ARISING FROM ANY EFFORTS UNDERTAKEN BY FIVE9, ITS THIRD PARTY SUPPLIER, OR THE EMERGENCY RELAY CENTER ("ERC") TO CORRECT ANY FAILED CUSTOMER EMERGENCY 911 CALLS, INCLUDING BUT NOT LIMITED TO THOSE THAT ARE A RESULT OF INVALID OR INCOMPLETE USER LOCATION DATA; ARE A RESULT OF INTERRUPTIONS IN VOICE CONNECTIVITY; OR WHICH CANNOT BE RE-ROUTED TO THE APPROPRIATE PSAP DUE TO LACK OF CORRECT OR VALID LOCATION INFORMATION.**

## **4. LEGAL AND REGULATORY COMPLIANCE**

Customer agrees to comply with all federal, state and/or local law related to or connected with providing, selling, licensing, and delivering information services and telecommunications services and products. Customer assumes all liability and responsibility for its use of the Services in compliance with any federal, state, or local laws, rules or regulations pertaining to the use of telephones, email, fax, automated telephonic equipment (e.g., "Predictive Dialer") and other telephony and telecommunications products and services. Customer's limitations on its use of the Services may include but are not limited to: advertisements; delivering artificial or prerecorded telephonic messages to homes without the prior consent of the called party; and restrictions on the time of day in which such calls are permissible. A violation of any such laws may result in substantial penalties and other sanctions. Any person intending to use the Services for solicitation purposes and/or for any other purpose regulated by federal, state, or local laws should consult with his or her own legal counsel, prior to entering into this Agreement to determine the extent of permissible activities. Customer agrees that Five9 will not be responsible for Customer's illegal or fraudulent use of the Services, and Customer indemnifies Five9 for any claims, liabilities, or expenses (including attorneys' fees) incurred by Five9 based upon Customer's illegal or fraudulent use of the Services.

## **5. EXPORT CONTROLS**

All Services provided under this Agreement are subject to U.S. export control laws and may be subject to export or import requirements in other countries. Customer acknowledges its obligation under and agrees to comply strictly, at its own expense, with all such laws, including without limitation the U.S. Export Administration Regulations. Customer shall not directly or indirectly export, reexport, or transship Services without the express written permission of Five9 and, when necessary, a U.S. government license. In particular, Customer agrees that it is not subject to U.S. economic sanctions, and will not directly or indirectly export, reexport or transship the Services to countries or regions subject to U.S. economic sanctions (e.g., Cuba, Crimea, Iran, North Korea, Sudan, and Syria). Customer represents and warrants that: (i) the Services are not to be used for any prohibited end-use, including without limitation, use in rocket, missile or unmanned-aerial vehicle systems, chemical or biological weapons proliferation, any nuclear activities, or military use; and (ii) the Services are not destined for any prohibited end-user, including without limitation a military end-user, or an individual or entity identified on the U.S. List of Specially Designated Nationals and Blocked Parties, Denied Persons List, Entity List or similar U.S. government lists.

## **6. SUSPENSION OR TERMINATION BY FIVE9**

Five9 may suspend or cancel Customer's access to the Services if Five9 has a good faith belief that Customer (x) is using the Services in a manner that may cause immediate and ongoing harm to Five9 or to a third party, including but not limited to, actions that violate federal, state or local laws, rules or regulations, such as compliance with "Do Not Call Lists"; (y) is compromising the security of the Services and the privacy of Five9's other customers; or (z) is engaging in other activity not specifically identified herein that could reasonably be construed as causing or potentially causing harm to Five9 or a third party.

## **7. CONSENTS**

Customer is solely responsible for obtaining the consent of or a release from those persons or entities, to whom or to which Customer intends to send communications using the Services. Customer agrees to periodically review the list of recipients to be contacted, to contact only those persons who the Customer is legally permitted to contact from Customer's customer data, and only in the manner permitted, under federal, state, and local law, and to delete those recipients that no longer wish to receive communications from Customer.

**8. "DO NOT CALL" COMPLIANCE**

If Customer is advised by any party that they do not wish to receive communications from Customer via the Services, then Customer agrees to promptly add those parties to its internal company-specific Do Not Call List in the Services account, and thereafter refrain from calling such parties until such time as Customer's policies require.

**9. CALL RECORDINGS**

Customer acknowledges and understands that if it subscribes to call recording features that calls will be recorded at all times including when a call is placed on hold or after a call is transferred to another party. Customer agrees that when using the call recording features it will comply with all notice/consent and privacy requirements pursuant to applicable law.

**10. LIMITATION OF LIABILITY**

UNDER NO CIRCUMSTANCES SHALL FIVE9 BE LIABLE TO CUSTOMER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, PUNITIVE OR OTHER SIMILAR GENERAL DAMAGES, LOSSES OR COSTS ARISING OUT OF OR RELATING TO THIS AGREEMENT NOR SHALL FIVE9'S TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED ALL FEES PAID BY CUSTOMER FOR ANY FIVE9 SERVICES IN THE ONE (1) YEAR PERIOD PRIOR TO THE DATE OF THE EVENT THAT GAVE RISE TO THE LIABILITY.

**11. DISCLAIMER OF FIVE9 WARRANTIES**

FIVE9 IS PROVIDING THE SERVICES AS HOSTED SERVICES AND THE SERVICES ARE DELIVERED ON AN "AS IS" AND "AS AVAILABLE" BASIS. FIVE9 DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR THAT ALL COMMUNICATIONS WILL BE DELIVERED, NOR DOES FIVE9 MAKE ANY WARRANTY AS TO ANY RESULTS THAT MAY BE OBTAINED BY USE OF THE SERVICES. FIVE9 MAKES NO WARRANTIES EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN RELATION TO

THE SERVICES. Customer understands that the Services may be inaccessible or inoperable due to scheduled periodic maintenance and upgrades pursuant to, or for reasons beyond Five9's reasonable control including but not limited to (i) Customer or Five9 equipment malfunctions; or (ii) service interruptions caused by independent telecommunications providers that provide voice and data connectivity to Five9's or the Customer's data centers.

**12. INTEGRATIONS AND INTER-OPERABILITY**

The Services may contain features designed to interoperate with non-Five9 Services ("Non-Five9 Services"). If Customer integrates or directs Five9 to integrate the Services with any Non-Five9 Services, Customer acknowledges that such Non-Five9 Services might access or use Customer Data and Customer permits the Non-Five9 Services to access or use Customer Data. Customer is solely responsible for the use of such Non-Five9 Services and any data loss or other losses it may suffer as a result of using any such Non-Five9 Services, and Customer shall ensure that its use of any such integration or interoperability complies with the terms of use of those Non-Five9 Services. Five9 makes no warranty or guarantee with regards to any such interoperability, any Non-Five9 Services, or the continued availability of such features, and may cease providing such features for any reason without incurring fault or liability, for example and without limitation if, the provider of the Non-Five9 Services ceases to make the Non-Five9 Services available for interoperability with the Services. Any cessation of such features will not entitle Customer to any refund of Services Fees or other compensation.

**13. SUBPROCESSORS**

Five9 utilizes subprocessors (e.g., third-party telecommunications service providers) in providing the Services. The use of such subprocessors is subject to Five9 putting in place a written contract with each subprocessor that imposes—with respect to the services provided by such subprocessor—obligations that are materially equivalent to the obligations imposed on Five9 under this Agreement.

**14. OWNERSHIP OF MATERIALS AND RIGHTS**

All rights not granted by Five9 herein are expressly reserved. The Services are proprietary to Five9 and are protected by intellectual property laws and international intellectual property treaties. Except for the access to and use the Services granted to Customer in this Agreement, nothing in this Agreement shall convey, transfer, or assign any right, title, or interest in the Services to Customer.

This IP Connect Exhibit is subject to the terms and conditions of the Master Service Agreement (MSA) and IP Connect Supplement and collectively are referred to as the "Agreement".

The following Data Center Services Supplemental Terms and Conditions ("Data Center Supplement") are in addition to and supplement the terms and conditions set forth in the Service Agreement or Master Service Agreement between Barry Communications ("BCI") and Customer dated concurrently herewith ("Agreement"). By its use of the Services, Customer agrees to amend and/or supplement the Agreement as set forth herein. Capitalized terms used herein but not otherwise defined shall have the same meaning assigned to such terms in the Agreement. In the event of any conflict between the terms set forth in this Data Center Supplement, the Agreement, Sales Order, and any other agreement executed between the parties, the terms of this Data Center Supplement shall prevail.

### 1. Colocation.

**1.1. License for Space and Equipment.** BCI grants Customer a revocable, non-transferable and non-sub-licensable right and license at the Data Center Premises as designated in an applicable Sales Order and Subject to the terms of the MSA and this Service Supplement, (a) to use and occupy space designated by BCI ("Space") (b) to locate certain of Customer's equipment ("Equipment"), (c) to receive and utilize power, and (d) to interface and/or connect with such cables, computers, or other equipment as designated in an Sales Order, excluding the provision of Internet bandwidth by the Data Center as provided for in Section 7, if applicable.

**1.2. Use of Space.** Customer accepts the Space from the Data Center "as is" and agrees to use the Space solely for the location and operation of the Equipment. Customer will keep the Space clean and clear of debris and will not make any alterations to the Space or the Premises without the Data Centers' prior written consent. Upon the expiration or termination of an applicable Sales Order, Customer will return the Space under such Order to the Data Center in the same condition as it was prior to the installation of the Equipment, subject to normal wear and tear.

**1.3. Access to Space by Data Center.** The Data Center will have access to the Space upon at least three (3) days' notice to Customer, except in the case of an emergency that threatens lives or property in which case notice will not be required. In the event of an emergency that threatens lives or property, as determined in Data Centers' reasonable discretion, The Data Centers' work will take precedence over any and all Customer operations, and the Data Center may rearrange, remove, or relocate the Equipment, suspend Customer's operations, and take whatever action the Data Center deems appropriate or necessary without any liability to Customer except when due to the Data Centers' gross negligence or willful misconduct.

**1.4. Colocation Power.** If, pursuant to an applicable Sales Order, Customer has purchased and uses the redundant power offered by BCI by using both the A and B power feeds, the Data Center will use commercially reasonable efforts to ensure that Customer's power will be available to the Equipment and the Space applicable to such Order 100% of the time except as part of scheduled maintenance or as requested by Customer. Such Service Level Objective does not apply or extend past the power receptacle at the Equipment or the Space and does not include Customer's electrical connections within the Space. Notwithstanding anything to the contrary, it is agreed that the amount of the MRC relating to electricity or power shall be subject to potential adjustment as provided for in Section 5.

**1.5. A & B Power.** Customer acknowledges that "B" power is for redundancy only. If Customer's combined usage of the "A & B" power circuits exceeds 80% of a single circuit's capacity, then Customer's "B Feed" billing shall revert to full "A" circuit billing, or roughly double. Customer shall then need a new pair of "B" circuits in order to remain redundant.

**1.6. Relocation of Customer Equipment.** If, based on the reasonable business needs of BCI, additional requirements of Customer or otherwise, it becomes necessary to relocate Customer Equipment to another space or BCI data center within the same geographic area, Customer will cooperate with BCI to facilitate the relocation. BCI will endeavor to minimize any interruption to the Service in connection with any relocation and will be responsible for its associated costs and expenses, unless the relocation was requested or made necessary by Customer, in which event the Customer will be responsible for any costs and expenses reasonably incurred by BCI's as a result of the relocation.

### 2. Cloud Services

**2.1.1. Cloud Servers.** BCI will provide the Cloud Servers as described in an applicable Sales Order. Subject to the limitations and conditions in the MSA and this Service Supplement

**2.2. Microsoft Licensed Software.** In order to provide to Customer, the Cloud Services described and provided for in this Service Supplement and specified in an applicable Sales Order, BCI may distribute, utilize, or make available Microsoft licensed software. Usage is at BCI's sole discretion. Any Microsoft licensed software deployed can only be used on BCI owned hardware and

must reside at a BCI owned data center facility. Customer agrees to pay for additional software licensing determined to be or to have been in use by Customer while a customer of BCI. Customer acknowledges and understands that BCI's provision of Microsoft licensed software is at all times subject to the provisions of the End User License Terms. Customer agrees to be bound by and abide by the terms and provisions contained in the End User License Terms. BCI may suspend or terminate Customer's utilization or deployment of the Microsoft licensed software immediately if Customer fails to abide by the End User License Terms. Notwithstanding anything to the contrary, it is agreed that the amount of the MRC relating to Microsoft Licensing, or any fees referred to as Microsoft License in Sales Order shall be subject to potential adjustment. Any such increase shall be proportionate to the increase imposed upon BCI by Microsoft.

**2.3. Permitted Uses.** Customer will be the primary operator of its Cloud Servers and will obey and adhere to all applicable laws, rules, regulations, and guidelines concerning use of the Cloud Servers in all circumstances, including all applicable provisions of the AUP. BCI will not be responsible for any data corruption or loss as a result of the backup process.

**2.4. Cloud Service Power.** Customer has no rights to any power beyond the power required to operate Customer's Cloud Servers in a redundant power configuration. In the event Customer's implementation requires colocation services, bandwidth, other data center services, additional services will be required and contracted for in one or more subsequently executed Sales Orders, if any. BCI reserves the right to invoice Customer for power usage in excess of such limit, including the power failover threshold limit, if not remedied by Customer within ten (10) days following receipt of notice by BCI. Notwithstanding anything to the contrary, it is agreed that the amount of the MRC relating to electricity or power shall be subject to potential adjustment as provided for in Section 5.

**3. Term.** The Customer right to use the Data Center Services shall begin on the day for which the recurring billing begins ("Effective Date") and shall continue in effect for the Initial Term stated on Sales Order. Except as expressly provided herein or in the Master Services Agreement, this Data Center Supplement is a non-cancelable. Upon expiration of the Initial Term, this Data Center Supplement and its exhibits and Sales Order shall be automatically extended for successive twelve (12) month periods (each a "Renewal Term"), unless either party notifies the other party, in writing, at least ninety (90) days prior to completion of the Initial Term or any Renewal Term then in effect that this Colocation Supplement will be terminated. The Initial Term and Renewal Term(s) are hereafter referred to as ("Term").

**4. Non-Recurring Charges and One-time Project Fees.** BCI will invoice the One-time Fees, installation Fees, and/or setup Fees ("NRC") identified in Sales Order within fifteen (15) days of the signing date of this Colocation Supplement.

**5. Monthly Recurring Charges.** The Rates and Charges for the BCI Data Center Services shall be those set forth in the Sales Order or other appropriate Schedule thereto and may be amended from time to time. Customer agrees to pay the Monthly Recurring Charges ("MRC") defined in Sales Order. Unless stated otherwise, Customer will be invoiced and due in advance of the month of service. For any BCI service used by Customer for which a MRC or NRC is not specified in the Sales Order, BCI's standard business rate shall apply. Any MRC due for a partial month shall be prorated for the number of days in the month. The MRC are subject to increase by BCI following the first year of Service. BCI will provide the Customer with 30-day written notice of any increase. Notwithstanding anything to the contrary, it is agreed that the amount of the MRC relating to electricity or power, or any fees referred to as electricity or power in Sales Order shall be subject to potential adjustment. Any such increase shall be proportionate to the increase imposed upon BCI by its applicable underlying Data Center Provider. BCI shall document any such underlying Data Center provider cost increase and provide to Customer in writing prior to the price adjustment taking affect. Customer agrees to pay any such adjusted Power MRC beginning the month following notice of adjustment.



**6. Additional Services and Other Expenses.** Any additional services and other expenses, including any out-of-pocket expenses reasonably incurred by BCI or Underlying Data Center Provider on behalf of Customer with prior written authorization of Customer, shall be invoiced by BCI when incurred. BCI may agree to provide some services which are not included in this Data Center Supplement. All additional services will be quoted and accepted in writing by the Customer. If the fees to be paid by Customer for such additional services are not stated, the additional services shall be billed to Customer at BCI's prevailing rates in fifteen (15) minute increments.

**7. Internet Bandwidth Services.** Customer will be provided with Internet Bandwidth Service from a multi-peer Internet network deployed within the Premises designated in an applicable Sales Order utilizing the Data Centers' IP Network ("Bandwidth Services"). The Data Centers' IP Network" is defined as the combination of Customer's access port (the port on the Data Center switch upon which the Customer's access terminates), the Data Centers' IP backbone network, Data Centers' owned and controlled routers and switches, and connectivity provided to the Data Center by the various third party internet service providers from whom the Data Center may purchase IP transit directly over facilities the third party internet service providers own and control. Customer is responsible for proper configuration of dual connections within the Customer provided equipment. Improper configuration of a dual connection may result in a failure of the Bandwidth Services or other Services in the event of a single core network device service interruption. Customers who subscribe to a single ethernet connection shall be subject to a reduced Network Availability.

**7.1. Bandwidth Internet Committed Level.** The Internet Bandwidth Services are allocated to Customer on a per Mbps basis. The Mbps of committed Bandwidth Services are described in the Sales Order and shall be deemed Customer's committed level. Usage beyond the Committed Level shall be subject to additional fee of set forth in the Sales Order. For any BCI any usage or overage fee for which a MRC or NRC is not specified in the Sales Order, BCI's standard business rate shall apply. Usage above the Committed Level shall be

calculated using the industry standard method of 95th percentile. Bandwidth Services usage Fees will be calculated and invoiced to Customer on the invoice for the month following the Customer's actual usage.

**7.2. Customer Responsibility for Bandwidth Services.** Unless Customer and BCI have contracted for managed security services separately, Customer assumes all responsibility for maintaining Customer's own network security and for the implementation of the protections necessary to prevent illegal or unauthorized logical access to its equipment, servers and/or environment potentially gained through the Internet connections utilized by the Data Centers' IP Network.

**8. Cross Connect Services.** Customer will be provided with the data communication cross-connection(s) to third-party Network and Internet bandwidth providers designated in a Sales Order. The Cross-Connection Services are not a part of and do not include the Bandwidth Services or connectively to the Data Centers' IP Network. Customer assumes responsibility for maintaining Customer's own network security when utilizing the Cross-Connection Services and for the implementation of the protections necessary to prevent illegal or unauthorized access to its equipment, servers and/or environment potentially gained through the Cross-Connection Services.

**9. General Operational and Security Procedures.** Customer will comply with all Data Center facility's General Operational and Security procedures which the underlying Data Center Provider reserves the right to change without notice.

**10. Limitation of Liability.** In no event will BCI or its underlying provider be liable to Customer, or any third party, for any claims arising out of Customer's Business, or otherwise. BCI shall not be liable for any damages associated with the interruption, or loss of use, of colocation services other than those listed in the Service Level Agreement.

This Data Center Supplement is subject to the terms and conditions of the Master Service Agreement (MSA) and collectively are referred to as the "Agreement".