

Level365 UC Terms of Service

These Terms of Service for Level365 Holdings LLC (this "Agreement") is a legal agreement between you (either an individual or the entity that you are representing, hereinafter "you") and Level365 Holdings LLC ("LEVEL365", sometimes hereinafter "we" or "us") for the Level365 Hosted Unified Communications Services ("Services"). Your use of the Services constitutes your agreement to the terms of this Agreement and you acknowledge that LEVEL365 would not agree to provide the Services without that assent. The Services include new products, product changes, upgrades, support and other services. You may only receive the Services if you are a Service subscriber in good standing with a valid, authorized payment method on file with LEVEL365. You understand that you must obtain your own Internet connection in order to use the Services or place an accompanying service order for internet access service from LEVEL365. We do not control your Internet access or the quality of your Internet connection. LEVEL365 CANNOT SUPPORT ANY THIRD-PARTY PRODUCTS OR SERVICES, OR FOR PROBLEMS IN THE SERVICES CAUSED BY YOUR INTERNET CONNECTION OR THIRD-PARTY PRODUCTS OR SERVICES. LEVEL365 CANNOT CONTACT ANY OF THESE PROVIDERS ON YOUR BEHALF.

Unlimited calling applies only to calls made within the continental United States. Alaska, Hawaii and all international calls are subject to additional charges.

Additional LEVEL365 Services can be purchased by users you designate as administrators through the LEVEL365 user interface located at <https://app.level365.com> or by contacting LEVEL365 Client Support. You hereby authorize those users with administrative privileges to (i) add these Services to your LEVEL365 account and (ii) commit you to pay for these Services on a recurring monthly basis. You further authorize LEVEL365 to obtain payment of your then-current statement balance from you each month from your designated billing method.

You may designate one or more users to be an account administrator with full administrative control of your account from the LEVEL365 user interface. The primary administrator for your account is known as the "Office Manager." Upon creation of your account, the individual assigned to be the Office Manager is the individual who entered into an agreement with LEVEL365 through our online sign-up process or, if the agreement was not entered into online, the individual's whose name is identified on your LEVEL365 sales proposal sheet. The Office Manager: (i) has the ability to make any changes to the account (e.g., service additions, service deletions, assignment of users, account cancellations, updates to credit cards, etc.); and (ii) is the authorized individual on your account with respect to porting of your telephone numbers to a carrier other than LEVEL365 and its partner carriers. The Office Manager may assign one or more additional administrators on the account and may re-assign "Office Manager" status to another user. In the event that you wish to re-assign the Office Manager designation on your account and the Office Manager is unable to make the change, LEVEL365 will require that you submit an email from the Office Manager's email address which is on file with LEVEL365 or otherwise provide a written request via facsimile, on your letterhead and executed by an officer or owner of the company which you represent and provide the six-digit pin located on your invoice.

Should you wish LEVEL365 to provide information on your account with respect to a customer service record or actual call log details (other than through the user interface), such request may be made by the primary Office Manager or any other Office Manager role on the account, but information provided by LEVEL365 will only be transmitted to the email address on file for the authorized account contact.

The primary Office Manager or any other assigned Office Manager are the individual(s) who will receive all messages from LEVEL365 concerning matters of general relevance to the account (notices of updates to the account, billing notices, maintenance alerts, etc.), which such notices are typically provided through electronic mail. The individual who is designated as the "Primary Billing Contact" will receive all billing communications including recurring monthly notices, past-due notices, failed payment emails and other billing related notices.

1. PAYMENT & SERVICES.

1.1. Automatic Monthly Billing.

The Services are billed on a monthly basis, with an automatic renewal unless you give us notice of cancellation in accordance with the requirements of Sections 2 and 3 below. You agree to pay

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LEVEL365 the recurring monthly service charges, set-up charges and usage charges, if applicable, for your use of the Services plus any applicable taxes as set forth in Section 1.4 below.

1.2. Payment Processing

You agree to provide us with a valid email address and a valid payment method. You must advise us immediately if your email address changes and/or payment method changes or expires. Failure to comply may result in the immediate termination of Services. You authorize LEVEL365 to automatically bill the credit card or other method you provided, until you cancel the Services in accordance with the requirements of Section 2 below. You agree that LEVEL365 may receive updated information about your account from the financial institution issuing your credit card. Under certain circumstances a customer may make payments by invoice. Those customers will be charged a \$10 per month processing fee and may be required to maintain a non-interest-bearing deposit, to be held on account, in the amount of one month's total billings. This deposit may be adjusted as service levels increase or decline and will be refunded, less any past due balance, if you cancel your account.

1.3. Fee Payments & Late Charges.

Except for usage based fees, all fees are due on the first day of each billing period. All usage-based charges (including charges for international and calls) and any other non-recurring charges are due and payable in arrears on the first day of each billing period following the month they were incurred. You agree to pay for all equipment and setup fees at the time you request the Services. You agree to pay for the first month of Services upon your request for such Services. All payments, including payments paid in advance, are completely non-refundable. Failure to pay in full will result in immediate account suspension and LEVEL365 shall have no liability for such suspension under any circumstances. Accounts will be reactivated, at LEVEL365's sole discretion, only when the account balance is paid in full and a \$100 reconnect fee is paid. LEVEL365 will assess an additional 1.5% (or the highest amount allowed by law, whichever is higher) per month late charge if your payment is more than 30 days past due. LEVEL365 may modify the Service fees at any time but will provide at least thirty (30) days advance notice by postal mail, email or by publishing the new Service fees on the LEVEL365 website. Should you elect to make a payment to LEVEL365 by wire transfer, an additional charge of \$30 shall apply. In the event that you present a check to LEVEL365 for payment that is returned by your bank for non-sufficient funds, you shall pay a processing fee of \$35. You are responsible and liable for any fees, including attorney and collection fees, that LEVEL365 may incur in its efforts to collect any remaining balances from you. You also agree that you will be billed for and will pay any outstanding balances if you cancel the Services.

During any period of suspension for non-payment, Services will be unavailable to you until the account balance is paid in full. In the event that LEVEL365 is providing data backup service, call recording service, or any other service for which LEVEL365 is collecting or providing data, to you during a period of suspension, you will be unable to backup new data or record calls and you will be unable to access any data or recordings that have previously been stored by LEVEL365.

Notwithstanding the foregoing, in the event that your use of the Services involves usage-based charges that in Level365's opinion are substantial, Level365 may, in its sole discretion, process charges against your payment method prior to your regular monthly billing cycle date and/or require a non-interest bearing deposit to secure your payment obligations under this Agreement. In the event that Level365 requires a deposit, the deposit will be in an amount determined by Level365 to be equal to your forecasted monthly usage charges and will be held on account during the term of this Agreement. This deposit may be adjusted as usage levels increase or decline and will be refunded, less any past due balance, if you cancel your account. Level365 may suspend your service at any time pending receipt of the required deposit.

1.4. Taxes.

Fees for Services are exclusive of taxes (including, without limitation, sales taxes, use taxes, value-added taxes, excise taxes, public utility fees or taxes or universal services fees or taxes), whether imposed by any federal, state or local statutes, ordinances, codes, regulations or judicial rulings, or whether imposed by any federal, state or local regulatory agency or other governmental entity (including, without limitation, the Federal Communications Commission or a state public utility or public service commission) for which customer is solely responsible. In the event any federal,

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state or local regulatory agency or other governmental entity (including, without limitation, the Federal Communications Commission or a state public utility or public service commission) or any federal, state or local statutes, ordinances, codes, regulations or judicial rulings impose new or different taxes (including, without limitation, sales taxes, use taxes, value added taxes, excise taxes, public utility fees or taxes or universal services fees or taxes), LEVEL365 may, at its sole discretion impose such new or different taxes by adding such amounts to your fees for Services, giving you at least thirty (30) days prior notice by giving notice pursuant to Section 1.12 below. If the Customer is exempt from payment of such taxes, you will provide Level365 with an original government-issued certificate attesting to tax-exempt status. Tax exemption will only apply from and after the date Level365 receives such a certificate.

1.5. Invoice Discrepancies.

We deliver all invoices through email only. You agree to notify LEVEL365 about any billing problems or discrepancies within 30 days after they first appear on your account statement. If you do not bring them to LEVEL365's attention within 30 days, you agree that you waive your right to dispute such problems or discrepancies. All transactions are charged in U.S. dollars (USD).

1.6. Release of Numbers.

You acknowledge that in the event of any account termination or cancellation, all telephone numbers associated with your account are released and may not be available to you upon your reactivation. Similarly, the cancellation of individual services which have associated telephone numbers will result in the release of such numbers. You acknowledge that it is your responsibility to work with a third-party provider to port out those numbers prior to your termination or cancellation of your account or termination of services.

1.7. Regulatory Recovery Fee.

A Regulatory Recovery Fee for each subscription assigned to your account may be charged monthly to offset costs incurred by LEVEL365 in complying with inquiries and obligations imposed by federal, state and municipal regulatory bodies/governments and the related legal and billing expenses. This fee is not a tax or charge required or assessed by any government. The Regulatory Recovery Fee may apply to every phone number assigned, including toll free and virtual numbers as well as communications related services.

1.8. E911 Fee.

The FCC requires that LEVEL365 provide emergency 911 services and allows us the option to charge a recurring monthly fee that is used for the following: next generation costs required by the Federal Communications Commission (FCC) for supporting computer software and hardware upgrades that allow public safety answering points (PSAP) to send assistance to the registered location of a 911 caller.

1.9. Unlimited Domestic Calling.

Unlimited domestic calling services are provided solely for live dialog between two individuals. Unlimited voice services may not be used for conference calling, call forwarding, monitoring services, data transmissions, transmission of broadcasts, transmission of recorded material, or other connections which do not consist of uninterrupted live dialog between two individuals. If LEVEL365 finds that you are using an unlimited voice service offering for other than live dialog between two individuals, LEVEL365 may, at its option, terminate your service or change your plan to one with no unlimited usage components. LEVEL365 will provide notice that it intends to take any of the above actions, and you may terminate the Agreement. Notwithstanding the foregoing, you shall be entitled to use LEVEL365 conference calling services such as three way calling and Level365-provided conference calling bridges.

1.10. Metered Usage.

There are certain services which will incur additional usage charges, such as international calls, toll-free and conference bridges. In addition, certain features such as call forwarding from auto attendants to an outside number, calls to a queue, and each line on a conference bridge will all incur charges at the then current rate established by LEVEL365. Metered usage is billed in full-minute increments, and actual usage is rounded up to the next full increment at the end of each call for billing purposes.

Customer is responsible to secure all credentials used to access the Services, including credentials used by telephones or softphones and credentials used by end users or

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administrators to access the LEVEL365 user interface, as well as the media access control (MAC) address of telephones used by Customer. Customer acknowledges that placing telephones on a publicly accessible internet protocol address or a publicly accessible network will subject the Customer to a higher level of risk for fraudulent activity, as will use of the Services using a network that has not been secured using best practice measures. Customer acknowledges that Customer bears the risk of loss arising from any unauthorized or fraudulent usage of the Services.

LEVEL365 may, but shall not be required, to take action to prevent or terminate any fraud or abuse in connection with the Services.

1.11. Ancillary Services.

List and publish and caller name identification (i.e., caller ID with name) Services are provided by LEVEL365 are based on availability of such Services from LEVEL365's underlying carriers. We do not guarantee that such Services are available for all numbers in all serving areas.

Each voicemail message recorded by LEVEL365 shall be retained for a minimum of three (30) days from the date the message was recorded. LEVEL365 retains the right to purge all voicemail messages after this minimum retention period.

Certain Services provided by LEVEL365 shall be subject to separate end-user license agreements ("EULA"). The terms of such EULAs shall be binding upon the parties to this Agreement. If any such EULAs, or any provisions in such EULAs, are held to be unenforceable for any reason, the terms of this Agreement shall apply with respect to the supply of that Service.

LEVEL365 may introduce new ancillary Services to new and existing customers. Such ancillary Services may sometimes be offered on a trial basis for a specified period of time during which no fees shall apply to Customer. In some cases, the terms of the free trial may involve an automatic re-enrollment at the end of the trial unless the customer opts out of the trial and/or cancels the service during the term of the free trial. In no event shall LEVEL365 impose service fees on Customer for ancillary services without providing customer the opportunity to opt-out of the trial and/or to cancel the ancillary Service during a no-cost trial period.

1.12. Notices from LEVEL365.

LEVEL365 may provide you notice under this Agreement either by written document, email, voice mail or by publishing the information on the Level365 website and support portal. Any notice shall be deemed made upon mailing, transmission, recording of voicemail or upon publication on the Level365 website and support portal.

2. TERM.

2.1. INITIAL TERM.

The initial term of this Agreement ("Initial Term") begins on the date that Customer enters into the Agreement and continues in force and effect for a one-year period unless another term of service is agreed upon in the Service Order or Customer has entered into a multi-year master service agreement with Level365.

2.2. RENEWAL.

Except as set forth in Section 2.3, at the end of the Initial Term, the Agreement is automatically renewed for an additional one year period ("Renewal Term"), and shall be renewed at the end of each Renewal Term for an additional one-year Renewal Term, at the then-current rates unless Customer provides Level365, at least thirty (30) days prior to the end of the Initial Term or applicable Renewal Term, notification of intention to cancel the service.

2.3. MONTH-TO-MONTH RENEWAL

Instead of renewal under Section 2.2 or cancellation, a Customer shall have the option, upon expiration of the Initial Term or any Renewal Term, to renew the Agreement on a month-to-month basis at the list price offered for the Services. Customer will be converted to a month-to-month basis if Customer provides to Level365, at least thirty (30) days prior to the end of the Initial Term or any Renewal Term, notification of intention to convert to month-to-month service.

3. CANCELLATION OF SERVICES.

You may cancel the Services at any time by providing LEVEL365 with a notice of your intent to cancel at least thirty (30) days in advance by having the Office Manager or Billing Contact submit an email to support@level365.com. YOU MAY ONLY CANCEL SERVICES BY SUBMITTING AN EMAIL TO THIS ADDRESS. LEVEL365 WILL NOT ACCEPT CANCELLATION VIA TELEPHONE OR OTHER METHODS. FAILURE TO CANCEL SERVICES IN ACCORDANCE WITH THIS SECTION WILL RESULT IN ONGOING

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SERVICE FEES. You acknowledge that the cancellation will be effective 72 hours after you provide notification to LEVEL365 via the cancellation email to support@level365.com. LEVEL365 will provide you with email confirmation of both your request to cancel Services and the actual cancellation of Services. If you do not receive a confirmation of your request to cancel after submitting the email or if you do not receive a confirmation of Service cancellation, you must notify LEVEL365 by sending an email to billing@level365.com or contacting LEVEL365 support by telephone. You will not receive any refund or partial refund or any credits for any charges already billed to your account. In the event you signed up for a minimum commitment period, you will be responsible for all charges for the entire minimum commitment period, all such fees will immediately accelerate, and you authorize LEVEL365 to immediately bill all these fees to your payment method. You understand and agree that cancellation of your subscription is your sole right and remedy with respect to any dispute with LEVEL365. This includes, but is not limited to, any dispute related to, or arising out of: (1) any term of this Agreement or LEVEL365's enforcement or application of this Agreement; (2) any policy or practice of LEVEL365, including any LEVEL365 Privacy Policy, or LEVEL365's enforcement or application of these policies; (3) the amount or type of fees, applicable taxes, billing methods, or any change to the fees, applicable taxes, or billing methods.

In the event that you subscribe to ancillary services provided by LEVEL365, your election to cancel UC service with LEVEL365 shall also cancel such ancillary services. In the event that LEVEL365 is providing data backup, voicemail recording, call recording, or other such ancillary service to you, all of your data, including all recordings, will be deleted on or after the date that you cancel such service, without further notice to you. In the event that you cancel an end user account within the online Web user interface (located at <https://app.level365.com>), the user data associated with such account on the ancillary service will be automatically deleted.

You may also cancel certain but less than all Services on your account at any time by contacting LEVEL365 Support during normal business hours. You acknowledge that the cancellation will be effective on the date you specify but in no event earlier than 72 hours after you provide notification to LEVEL365. You will not receive any refund or partial refund or any credits for any charges already billed to your account. In the event you signed up for a minimum commitment period for the Services to be cancelled, you will be responsible for all charges for the entire minimum commitment period, all such fees will immediately accelerate, and you authorize LEVEL365 to immediately bill all these fees to your payment method.

4. LEVEL365'S RIGHT TO TERMINATE OR MODIFY SERVICES.

LEVEL365 may modify the terms of this Agreement or the Services, including but not limited to the price, content or nature of the Services, upon thirty (30) days' notice to you, by giving notice pursuant to Section 1.12 above. Your continued use of the Services constitutes your agreement to those modified terms of this Agreement and you acknowledge that LEVEL365 would not agree to provide the Services without that assent. In the event LEVEL365 modifies the Agreement or the Services, you may terminate the Services as provided in Section 2, above. LEVEL365 may terminate this Agreement and any Services at any time upon thirty (30) days' notice to you, by giving notice pursuant to Section 1.12 above; provided, however, that if you have violated any term of this Agreement, including but not limited to non-payment of any amount due from you to LEVEL365, LEVEL365 may terminate this Agreement on seven (7) days' notice. In the event you have not violated any term of this Agreement, you will be entitled to receive the Services for any period for which you have already paid, or a pro-rata refund at LEVEL365's sole discretion. This Agreement will automatically terminate if you fail to comply with any term. No refund will be provided in the event that you have violated any term of this Agreement. No notice shall be required from LEVEL365 to effect such termination. Upon any termination of this Agreement (whether by you or LEVEL365), you shall immediately discontinue use of the Services. Your obligation to pay accrued charges and fees shall survive any termination of this Agreement. In the event that LEVEL365 terminates this Agreement, the Services, or any ancillary Services, all of your data, including all recordings, will be deleted on or after the data that LEVEL365 cancels such services, without further notice to you.

5. SERVICE USE RESTRICTIONS.

5.1. Compliance with Laws.

You agree that you shall only use the Services in a manner that complies with all applicable laws in the jurisdictions in which you use the Services, including, but not limited to, applicable

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restrictions concerning copyright and other intellectual property rights and restrictions concerning call recording, call monitoring, call interception and/or direct marketing or telemarketing. LEVEL365 may provide you with guidelines regarding compliance with applicable regulation(s); however, you are solely responsible for ensuring that your use of the Services is in compliance with such regulations. You may only use the Services for your own use. You may not use the Services in any way to provide, or as part of, any commercial service or application or in any way interfere with the users, services or equipment of the network. You may not attempt to, in conjunction with any device, software program or service, circumvent technological measures employed to control access to the Service. In addition to any other remedies available in equity or law to LEVEL365, failure to comply with any of the terms and conditions in this Section 5 (Service Use Restrictions) shall result in immediate termination of the Services.

5.1.1. Recording Conversations or Calls

Certain features may allow users of the services to record calls or other communications. The notification and consent requirements relating to the recording of calls, and/or other communications may vary from state to state, and country to country. You should consult with an attorney prior to recording any call as some states or countries may require callers or users to obtain the prior consent of all parties to a recorded call, or other communication before the caller or User may record the call, or other communication. You represent, covenant, and warrant that you will review all applicable laws before you use or allow use of the Service to record any calls or other communications and will at all times comply with all applicable Laws. You agree to inform all users of your account that they are obligated to comply with all laws relating to their use of the call recording feature. Violations of the call recording Laws may be subject to criminal or civil penalties. Level365 expressly disclaims all liability with respect to Your recording of telephone conversations. You agree to indemnify and hold harmless Level365, and any third-party provider(s) from any and all third-party claims, losses, damages, fines, or penalties arising out of your violation or alleged violation of any call recording Laws. Level365 expressly disclaims all liability and all warranties with respect to recording of conversations and/or calls.

5.2. Fair Use.

While most reasonable uses of our Services in connection with the terms of this Agreement are permitted by LEVEL365, there are certain uses that cause extreme network capacity issues and interference with the network. Any use of the Services or any other action that causes a disruption in the network integrity of LEVEL365 services or its vendors, whether directly or indirectly, is strictly prohibited and could result in termination of the Services. Examples of such prohibited uses include, but are not limited to, any autodialing, continuous or extensive call forwarding, continuous connectivity, constant dialing, iterative dialing, fax broadcast, fax blasting, telemarketing or any other activity that would be inconsistent with normal business usage. You agree that you will NOT use the Services in ways that violate laws, infringe the rights of others, or interfere with the users, services, or equipment of the Services. You agree and represent that you are purchasing the Services and/or the equipment for your own internal use only, and shall not resell, transfer or make a charge for the Services or the equipment without the advance express written permission of LEVEL365.

LEVEL365 reserves the right to review unlimited usage plans to ensure that you are not abusing such plans. You agree to use unlimited minute plans for normal voice or fax calls and will not employ methods or devices to take advantage of unlimited plans by using the voice or fax services excessively or for means not intended by LEVEL365. LEVEL365 may terminate service immediately if it determines, in its sole discretion, you are abusing the unlimited minute plan. For purposes of this policy and your plan, "unlimited usage" means the combined number of inbound and outbound voice minutes and fax pages. We reserve the right to at any time to enforce this policy in accordance with its terms. You agree that your level of usage of LEVEL365's unlimited service plans will be comparable to that of the average business customer utilizing such plans. LEVEL365 deems usage that substantially exceeds the average volume of its other unlimited usage plan customers as abusive. You agree that LEVEL365 has the right to terminate your service or charge you additional fees if your usage is considered abusive in the sole discretion of LEVEL365.

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If it is determined that your usage is abusive, you agree to pay a per minute or per page fee of use in excess of those levels AT THE THEN-CURRENT RATE ESTABLISHED BY LEVEL365, which is currently \$.029 per minute and/or \$.039 per facsimile page and, at LEVEL365's sole option, your service will be immediately terminated. THIS OVERAGE FEE APPLIES TO ALL PLANS INCLUDING THE UNLIMITED PLANS.

6. PERSONAL INFORMATION AND PRIVACY.

LEVEL365 utilizes the public Internet and third-party networks to provide voice and data services. Accordingly, LEVEL365 cannot guarantee the security of your voice and data communications. LEVEL365 is committed to respecting your privacy. If you choose to provide personal information, it will only be used in the context of your relationship with LEVEL365. LEVEL365 will not sell, rent, or lease your personal information to others. Unless required by law, subpoena, court order, warrant or other valid government request, LEVEL365 will only share the personal information you provide with other LEVEL365 entities and/or business partners that are acting on LEVEL365's behalf to perform the activities described herein to provide your service and in accordance with the LEVEL365 Privacy Policy, located at <https://www.level365.com/privacy-policy/>. Such LEVEL365 entities and/or national or international business partners are subject to LEVEL365's Privacy Policy with respect to the use of this data. Upon the appropriate request of a government agency, law enforcement agency, court or as otherwise required by law, LEVEL365 may disclose personally identifiable information.

7. E-MAIL NOTIFICATION.

To let you know what new Services are available from time to time, LEVEL365 may send you and your employees emails describing the latest Services, how to access the Services and changes to the Services. You agree that as a Service subscriber, LEVEL365 may send you such emails to the addresses you provide. Because these emails are necessary for you to receive the Services, you will receive these emails even if you have opted out of receiving other email from LEVEL365. If you do not want to receive these emails, you may cancel the Service at any time as provided in this Agreement.

8. PORTED TELEPHONE NUMBERS ON SERVICE DISCONNECTION.

8.1. Single line Accounts.

You may be able to take, or "port," any current telephone number(s) assigned to your service to another service provider. You will remain responsible for all charges and fees until you notify LEVEL365 of your election to cancel services in accordance with Section 2. Until you notify us of your intention to cancel, your Service and your Agreement with us will not terminate, you will remain a LEVEL365 customer, and you will continue to be responsible for all charges and fees associated with your LEVEL365 Service. You will not receive any refund or partial refund or any credits for any charges already billed to your account.

8.2. Multiple-line Accounts.

If you request that a new service provider port a number from us and you have multiple numbers assigned to your service and/or additional equipment on your account, you are required to inform us of your intent to terminate the specific affected Services on your account or we will continue to bill for such Services. You will continue to be responsible for all the charges and fees associated with the remaining Services on your LEVEL365 account. You will not receive any refund or partial refund or any credits for any charges already billed to your account.

8.3. Request for LEVEL365 to Port numbers.

If you request that LEVEL365 port a number from an existing service provider to LEVEL365, LEVEL365 will use commercially reasonable efforts to assist you in porting that number. You acknowledge that service providers require verification of identity, as well as a letter of authorization (LOA) and other reasonable information in order to port any numbers to LEVEL365. You must correctly complete a letter of authorization, provide us with a copy of your most recent bill from such service provider, as well as provide us with any other information required by such service provider to port your number. Failure to provide any information requested by LEVEL365 or the third-party service provider will delay the porting of the number to LEVEL365. LEVEL365 shall not be responsible for any delay in the port of your number and will not provide credit for any such delays.

9. DISCLAIMER OF WARRANTY & LIMITATION OF LIABILITY.

THE SERVICES ARE PROVIDED AS-IS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LEVEL365 FURTHER DISCLAIMS ALL WARRANTIES,

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INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU ASSUME THE ENTIRE RISK ARISING OUT OF THE USE OF THE SERVICES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL LEVEL365 OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES OR CLAIMS WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, COMPUTER FAILURE, LOSS OF BUSINESS INFORMATION, LOSS OF CUSTOMER RELATIONSHIPS, LOSS OF BUSINESS RELATIONSHIPS, LOSS OF BUSINESS OPPORTUNITY OR OTHER FINANCIAL LOSS) ARISING OUT OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SERVICES. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH LEVEL365 ARISING FROM OR RELATED TO THIS AGREEMENT OR THE SERVICES SHALL BE CANCELLATION OF THE SERVICES. IN THE EVENT A COURT AWARDS DIRECT DAMAGES DESPITE THE FOREGOING, SUCH DAMAGES SHALL NOT EXCEED THE LESSER OF \$250.00 OR THE AMOUNT YOU PAID TO LEVEL365 WITHIN THE LAST SIX MONTHS PRIOR TO ANY ALLEGED DAMAGE. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. LEVEL365 DOES NOT ENDORSE, WARRANT OR GUARANTEE ANY CONTENT PROVIDED BY OR THROUGH LEVEL365. THIS DISCLAIMER AND LIMITATION OF LIABILITY ALSO APPLIES TO E911 DIALING AS DESCRIBED IN SECTION 13 BELOW.

10. INDEMNIFICATION.

You agree that you shall be responsible for and shall indemnify and hold harmless LEVEL365 and its successors and assigns and each of their respective shareholders, officers, directors, members, employees representatives, affiliates and agents from and against any and all damages, losses, penalties, encumbrances, claims, liabilities, costs, rents, expenses (including, without limitation, attorneys' fees, court costs, litigation expenses and arbitration expenses and costs), debts, obligations, contracts, actions and suits, of any kind or nature incurred or suffered by LEVEL365 arising directly or indirectly out of or in connection with this Agreement, including, without limitation, the requirements set forth in in Section 5 above.

11. NO ASSIGNMENT.

This Agreement is personal to you (or the company which you represent), and may not be assigned without LEVEL365's express written consent. If you are agreeing on behalf of a company, you represent that you are authorized to bind the company under this Agreement.

12. DISPUTE RESOLUTION.

12.1. General Terms.

Purpose. If you have a Dispute (as defined below) with LEVEL365 that cannot be resolved through an informal dispute resolution with LEVEL365, you or LEVEL365 may elect to arbitrate that Dispute in accordance with the terms of this Dispute Resolution provision rather than litigate the Dispute in court. Arbitration means you will have a fair hearing before a neutral arbitrator instead of in a court by a judge or jury. In addition to the other definitions in this Agreement, which are incorporated into this Section 12, the term "Dispute" means any dispute, claim, or controversy between you and LEVEL365 regarding any aspect of your relationship with LEVEL365, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence, or any other intentional tort), or any other legal or equitable theory, and includes the validity, enforceability or scope of this Dispute Resolution provision (with the exception of the enforceability of the class action waiver clause provided in this paragraph). "Dispute" is to be given the broadest possible meaning that will be enforced. As used in this Dispute Resolution provision, "LEVEL365" means LEVEL365 HOLDINGS LLC., and its, subsidiaries and affiliated companies and each of their respective officers, directors, employees and agents.

Initiation of Arbitration Proceeding/Selection of Arbitrator. If you or LEVEL365 elect to resolve your Dispute through arbitration pursuant to this Dispute Resolution provision, the party initiating the arbitration proceeding may initiate the arbitration proceeding with American Arbitration Association ("AAA"), 335 Madison Ave., Floor 10, New York, NY 10017-4605, 1-800-778-7879, www.adr.org under the Commercial Arbitration Rules of the AAA.

Arbitration Procedures. Because the Service(s) provided to you by LEVEL365 concerns interstate

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commerce, the Federal Arbitration Act ("FAA"), not state arbitration law, shall govern the arbitrability of all Disputes. However, Indiana law applies to and governs the substance of any Disputes. Any state statutes pertaining to arbitration shall not be applicable under this Dispute Resolution provision.

If there is a conflict between this Dispute Resolution provision and the rules of the arbitration organization chosen, this Dispute Resolution provision shall govern. If the arbitration organization that you select will not enforce this Dispute Resolution provision as written, it cannot serve as the arbitration organization to resolve your dispute with LEVEL365. If this situation arises, the parties shall agree on a substitute arbitration organization. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization that will enforce this Dispute Resolution provision as written. If there is a conflict between this Dispute Resolution provision and the rest of this Agreement, this Dispute Resolution provision shall govern.

A single arbitrator will resolve the Dispute. You should know that participating in arbitration may result in limited discovery depending on the rules of the arbitration organization that is chosen to resolve the Dispute. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect customer account information and other confidential or proprietary information.

The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. An award rendered by the arbitrator may be entered in any court having jurisdiction over the parties for purposes of enforcement.

If an award granted by the arbitrator exceeds \$75,000, either party can appeal that award to a three-arbitrator panel administered by the same arbitration organization by a written notice of appeal filed within thirty (30) days from the date of entry of the written arbitration award. The members of the three-arbitrator panel will be selected according to the rules of the arbitration organization. The arbitration organization will then notify the other party that the award has been appealed. The three-arbitrator panel will issue its decision within one hundred and twenty (120) days of the date of the appealing party's notice of appeal. The decision of the three-arbitrator panel shall be final and binding, except for any appellate right which exists under the FAA.

Restrictions: YOU MUST CONTACT US WITHIN THREE (3) MONTHS OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO A DISPUTE, OR YOU WAIVE THE RIGHT TO PURSUE ANY CLAIM BASED UPON SUCH EVENT, FACTS, OR DISPUTE.

ALL PARTIES TO THE ARBITRATION MUST BE INDIVIDUALLY NAMED. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASS ACTION OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC (SUCH AS A PRIVATE ATTORNEY GENERAL), OTHER SUBSCRIBERS, OR OTHER PERSONS SIMILARLY SITUATED UNLESS THE STATUTE UNDER WHICH YOU ARE SUING PROVIDES OTHERWISE.

ALL PARTIES WAIVE ANY CLAIM TO INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR MULTIPLIED DAMAGES ARISING FROM OR OUT OF ANY DISPUTE WITH LEVEL365.

Location of Arbitration. The arbitration will take place in Indianapolis, Indiana.

Payment of Arbitration Fees and Costs. THE PARTY INITIATING THE ARBITRATION WILL ADVANCE ALL ARBITRATION FILING FEES AND ARBITRATOR'S COSTS AND EXPENSES. EACH PARTY IS RESPONSIBLE FOR ALL ADDITIONAL COSTS SUCH PARTY INCURS IN THE ARBITRATION, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' OR EXPERT WITNESSES. IF THE ARBITRATION PROCEEDING IS DECIDED IN FAVOR OF THE PARTY INITIATING THE ARBITRATION, THE OTHER PARTY SHALL REIMBURSE THE FEES AND COSTS ADVANCED ONLY UP TO THE EXTENT AWARDABLE IN A JUDICIAL PROCEEDING. IF THE ARBITRATION PROCEEDING IS NOT DETERMINED IN FAVOR OF THE PARTY INITIATING THE ARBITRATION, THE OTHER PARTY SHALL NOT BE REQUIRED TO REIMBURSE THE OTHER FOR ANY OF THE FEES AND COSTS ADVANCED BY LEVEL365. IF A PARTY ELECTS TO APPEAL AN AWARD TO A THREE-ARBITRATOR PANEL, THE PREVAILING PARTY IN THE APPEAL SHALL BE ENTITLED TO RECOVER ALL REASONABLE ATTORNEYS' FEES AND COSTS INCURRED IN THAT APPEAL. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS ARBITRATION PROVISION, LEVEL365 WILL PAY ALL FEES AND COSTS THAT IT IS REQUIRED BY LAW TO PAY.

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Severability. If any clause within this Dispute Resolution provision (other than the class action waiver clause identified above) is found to be illegal or unenforceable, that clause will be severed from this Dispute Resolution provision, and the remainder of this Dispute Resolution provision will be given full force and effect. If the class action waiver clause is found to be illegal or unenforceable, the entire Dispute Resolution provision will be unenforceable, and the dispute will be decided by a court.

In the event this entire Dispute Resolution provision is determined to be illegal or unenforceable for any reason, or if a claim is brought in a Dispute that is found by a court to be excluded from the scope of this Dispute Resolution provision, you and LEVEL365 have each agreed to waive, to the fullest extent allowed by law, any trial by jury.

Exclusions from Arbitration. YOU AND LEVEL365 AGREE THAT THE FOLLOWING WILL NOT BE SUBJECT TO ARBITRATION: (1) ANY DISPUTE OVER THE VALIDITY OF ANY PARTY'S INTELLECTUAL PROPERTY RIGHTS; AND (2) ANY DISPUTE RELATED TO OR ARISING FROM ALLEGATIONS ASSOCIATED WITH UNAUTHORIZED USE OR RECEIPT OF SERVICES.

Continuation. This Dispute Resolution provision shall survive the termination of your customer relationship with LEVEL365.

12.2. Complete Agreement.

This Agreement (along with any Level365 Phone Rental Agreement made by you and Level365) shall constitute the complete and exclusive agreement between us, notwithstanding any variance with any purchase order or other written instrument submitted by you, whether formally rejected by LEVEL365 or not, and all prior discussions, communications or negotiations are deemed merged herein. The acceptance of any purchase order is expressly made conditional on your consent to each and every term set forth in these Terms and Conditions and any additional terms in your purchase order or similar document shall be null and void. The terms and conditions contained in this Agreement may not be modified by you except in a writing duly signed by you and an authorized representative of LEVEL365. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable, and such decision shall not affect the enforceability of such provision under other circumstances, or of the remaining provisions hereof under all circumstances. LEVEL365 is not liable for editorial, pictorial, or typographical errors in this communication.

12.3. Equipment.

You may be required to purchase network or telecom equipment in order to utilize the Services. Procuring and maintaining that equipment is your sole responsibility. LEVEL365 may, at your request, facilitate the provision of equipment from a third-party supplier or resell certain equipment. While we suggest and resell some equipment brands and facilitate your purchase of some equipment as an accommodation through a Level 365 Phone Rental Agreement, the original equipment manufacturer and not LEVEL365 shall be responsible for any equipment defects, if applicable. LEVEL365 will pass through all original equipment manufacturer warranties for the equipment to you. LEVEL365 shall have no liability to you of any nature regarding such equipment (including, without limitation, its condition or its suitability for any purposes to which you intend to put such equipment or to which you actually use such equipment). Please check the equipment provider's website for warranty, return rules and other terms and conditions applicable to such third-party equipment supplier. In the event you do not enter into a Level365 Phone Rental Agreement, equipment may not be returned to LEVEL365 for any reason. ALL EQUIPMENT SALES ARE FINAL. Equipment may be returned to the manufacturer solely in the event of a defect which arises within the applicable warranty period, provided you comply with the terms of this Section and the manufacturer's Return Materials Authorization ("RMA") policy. Prior to returning the equipment, you must contact LEVEL365 so that LEVEL365 may determine whether a defect exists and to receive an RMA number, which is required along with the return. You must ship the equipment to the manufacturer at the address provided by LEVEL365 in accordance with all RMA procedures. You have 10 days after receipt of an RMA to ship the equipment back to the manufacturer at the address we provide. You must pay all shipping fees. Once the manufacturer has received the equipment, the original equipment manufacturer will deal with the equipment under its applicable warranty policy.

13. EMERGENCY SERVICES- 911 DIALING & NON-VOICE SYSTEMS.

13.1. Non-Availability of Traditional 911 or E911 Dialing Service.

At LEVEL365, 911 dialing service operates differently than traditional 911. You agree to inform any business invitees, guests and other third persons who may be present at the physical location where you utilize the Service of the non-availability of traditional 911 or E911 dialing from your LEVEL365' Service and equipment. The physical location where you utilize the Service must be the actual physical street address where the equipment is located, not a P.O box, mail drop or similar address.

13.2. Description of 911-Type Dialing Capabilities.

LEVEL365 offers 911-type dialing service in certain areas within the U.S. (but may not offer such service in certain areas of the U.S. or non-U.S. locations) that differs from traditional 911 services. When you dial 911 your call is routed from the LEVEL365 carrier-partner network to the Public Safety Answering Point (PSAP) or local emergency service personnel designated for the address that was collected during the setup of the service. If you make changes to your 911 address using the LEVEL365 online web user interface <https://app.level365.com>, your call may be routed to a different PSAP or local emergency service personnel, who may ask you to provide your location and other information.

Calls dialed by handset extensions included in your account with LEVEL365 will be routed from the LEVEL365 carrier-partner' network to the PSAP or local emergency service personnel designated for the address that was collected during the setup of the service. In the event that your equipment is used in multiple locations, or in the event that one or more items of equipment are used in multiple locations, end users designated as administrators on your account may, at your option, create additional service locations and associate your equipment to specific locations for the purposes of routing calls to the local PSAPs for such locations. Individual end users may assign and re-assign their current location on an as-needed basis, provided however, that the "Office Manager", or System Administrator has previously activated that functionality. Updates can be made at <https://app.level365.com>. It is your sole responsibility to make these changes and to ensure that all business invitees, guests and other third persons who may be present at the physical location(s) where you utilize the Service are aware of this option. For any LEVEL365 extensions assigned to a non-US 911 location, calls placed to 911 will be routed to a US-based call center that may not be able to offer local emergency assistance to the caller.

13.3. Service Outage.

You acknowledge and agree that (a) 911 dialing does not function in the event of a power failure or disruption. If an interruption in the power supply occurs, the Service and 911 dialing will not function until power is restored and you may have to reset or reconfigure equipment prior to utilizing the Service or 911 dialing; (b) service outages or suspension or termination of service by your broadband provider and/or ISP or by LEVEL365 will prevent ALL Service including 911 dialing; (c) service outages due to suspension of your account as a result of billing issues will prevent ALL Service, including 911 dialing; (d) if there is a service outage for ANY reason, such outage will prevent ALL Service, including 911 dialing; and (e) LEVEL365 liability is limited for any service outage and/or inability to dial 911 from your line or to access emergency service personnel.

13.4. Possibility of Network Congestion and/or Reduced Speed for Routing or Answering 911.

You acknowledge and agree that (a) network congestion and/or reduced speed in the routing of a 911 communication made utilizing your equipment may be greater than that experienced when using traditional 911 dialing over traditional public telephone networks; (b) 911 dialing from your equipment will be routed to the general telephone number for the local emergency service provider (which may not be answered outside business hours), and may not be routed to the 911 dispatcher(s) who are specifically designated to receive incoming 911 calls at such local provider's facilities when such calls are routed using traditional 911 dialing; and (c) the general telephone number for the local emergency service provider may produce a busy signal or may take longer to answer, as compared to those 911 calls routed to the 911 dispatcher(s) who are specifically designated to receive incoming 911 calls using traditional 911 dialing.

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13.5. Automated Number Identification.

Technical limitations may make it impossible for the Public Safety Answering Point (PSAP) and the local emergency personnel to identify your phone number when you dial 911. The local emergency operators answering the call may not see your telephone number or your registered address. The emergency center may not be equipped to receive, capture or retain your telephone number and registered address, so you must be prepared to give them this information. Until you give the operator your phone number, he/she may not be able to call you back or dispatch help if the call is dropped or disconnected, or if you are unable to speak. LEVEL365' system is configured to send the automated number identification information; however, one or more telephone companies that route the traffic to the PSAP, and the PSAP itself, may not be able to receive the information and pass it along. You acknowledge and agree that PSAP and emergency personnel may or may not be able to identify your phone number in order to call you back if (a) the call is unable to be completed; (b) the call is dropped or disconnected; (c) you are unable to speak to tell the dispatcher the location of your phone number and/or (d) the service is not operational for any reason.

13.6. Limitation of Liability and Indemnification Related to E/911 Dialing.

LEVEL365 relies on third parties for the forwarding of information underlying such routing. LEVEL365 and its third party provider(s) disclaim any and all liability in the event such forwarded information or routing is incorrect. LEVEL365 and its officers, directors or employees may not be held liable for any claim, damage, loss or other cause of action, relating to E/911 dialing under the disclaimer and limitations on liability of Section 9 above.

You agree to defend, indemnify and hold harmless LEVEL365, its officers, directors, employees, affiliates, agents and its third party provider(s) from any and all third party claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees) arising out of, or resulting from (a) your failure to correctly activate 911 calling; (b) your provision to LEVEL365 of incorrect information in connection with your 911 calling or service; (c) misrouted 911 or E911 calls; or (d) the absence, failure or outage of the Service, including 911 dialing and/or inability of any user of your Service to be able to dial 911 or to access emergency service personnel, according to the terms of Section 10 of this Agreement.

13.7. Alternative 911 Arrangements.

You acknowledge and agree that (a) LEVEL365 does not offer primary line or lifeline services; (b) the equipment and Services do not support 911 emergency dialing or other emergency functions; and (c) users of the Services, who may place calls using your phone services, need to be notified of the 911 limitations.

LEVEL365 ADVISES YOU TO MAINTAIN AN ALTERNATIVE MEANS OF ACCESSING TRADITIONAL 911 SERVICES SUCH AS TRADITIONAL TELEPHONES AND CELLULAR PHONES. YOU SHOULD ALWAYS HAVE AN ALTERNATIVE MEANS OF ACCESSING TRADITIONAL 911 OR E911 SERVICES.

14. CONSENT TO USE OF ELECTRONIC SIGNATURES AND RECORDS

As a convenience and courtesy to you, LEVEL365 provides access to its Services online which may require you to enter into agreements or receive notices electronically. Accordingly, you acknowledge and agree that by clicking "I Agree" or "I Accept" anywhere on a LEVEL365 website:

- 14.1. You agree to conduct electronically the particular transaction into which you thereby enter including, without limitation, entering into this Agreement;
- 14.2. You have read and understand the electronic copy of electronic contracts, notices and records, including, without limitation, this Agreement, and any policies and any amendments hereto or thereto;
- 14.3. You agree to, and intend to be bound by, the terms of the particular transaction into which you thereby enter;
- 14.4. You are capable of printing or storing a copy of electronic records of transactions into which you enter including, without limitation, this Agreement and any amendments hereto; and,
- 14.5. You agree to receive electronically information about the Services and other electronic records into which you thereby enter including, without limitation, this Agreement.

15. VENUE/GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of the State of Indiana

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without regard to conflicts-of-laws principles. By using the Services, you hereby agree that the exclusive jurisdiction for any and all disputes regarding this Agreement shall lie in the federal or state courts of Marion County, Indiana.