



Terms of Service

These MyJECVoice Terms of Service (hereinafter referred to as the “Terms” or “Agreement”) apply to the use of products or services provided by MyJECVoice (or “Company”) to the entity identified in a valid and binding Sales Order (the “Customer”) and are an integral part of the agreement between MyJECVoice and Customer. The Customer and MyJECVoice are sometimes collectively referred to herein as the “Parties,” or individually as a “Party.” By ordering, purchasing or using the Services, Customer agrees to be bound by these Terms, which among other things, require mandatory arbitration of disputes instead of a jury trial and limit MyJECVoice’s liability.

PURSUANT TO FCC REQUIREMENTS, MYJECVOICE IS REQUIRED TO ADVISE ITS CUSTOMERS OF ANY LIMITATIONS THAT E911 SERVICE MAY HAVE IN COMPARISON TO TRADITIONAL E911 SERVICE, WHICH ARE SET FORTH AT SECTION 24 BELOW AND IN THE E911 ACKNOWLEDGEMENT.

AGREEMENT

DEFINITIONS: The following capitalized terms, as used in this Agreement, shall have the meanings set forth below:

“Affiliate(s)” means, with respect to a party to these Terms, any entity that Controls, is Controlled by or under common Control with such party. “Control,” for purposes of this definition, means the direct or indirect ownership or control of more than fifty percent (50%) of the voting equity of the subject entity, by contract or otherwise.

“Applicable Laws” means any and all applicable federal, state or local laws, rules or regulations including applicable restrictions concerning call recording, call monitoring, call interception and/or direct marketing or telemarketing.

“AUP” means the MyJECVoice acceptable and reasonable use policy set forth at www.myjecvoice.com.

“Customer Data” means any data, information or other materials of any nature whatsoever generated by Customer and/or the authorized users of the Services, or provided to MyJECVoice by or through Customer, in the course of implementing or using the Services.

“Customer Equipment” means all equipment owned, leased or rented from a third party or otherwise provided by Customer, or which is specifically identified in one or more Sales Orders as Customer Equipment, used in connection with the Services. “Customer

Equipment” includes equipment sold by MyJECVoice to Customer, but does not include MyJECVoice Equipment.

“Customer Location(s)” means the physical location(s) owned, leased or otherwise occupied by Customer where Services are provided or MyJECVoice Equipment will be used or stored.

“E911 Acknowledgement” means the provisions set forth in the http://www.myjecvoice.com/?page_id=120 executed by the Customer acknowledging MyJECVoice’ policies regarding the availability and limitations of E911 service.

“Initial Service Term” means the period of time stated in a Sales Order during which MyJECVoice will provide Services to Customer.

“Private Circuit” means a telecommunications circuit provided or managed by MyJECVoice and used in connection with the Services.

“Renewal Service Term” means a period of time after expiration of the Initial Service Term that is equal to the period of time of the Initial Service Term.

“Sales Order” means a valid and binding agreement for the purchase of Services that has been signed by an authorized representative of Customer and accepted by MyJECVoice and shall automatically incorporate these Terms by reference.

“Service” or “Services” means any products or services provided or made available by MyJECVoice to Customer that are set forth in a Sales Order.

“Service Date” means the date on which all Services are installed, activated (including the porting of any numbers) and available for Customer’s use at a Customer Location.

“Service Level Agreement” (or “SLA”) means, individually and collectively, the service level objectives that MyJECVoice provides (including the terms and conditions that outline MyJECVoice’s responsibilities thereof) in connection with delivery and maintenance of the Service by MyJECVoice to Customer of those Services to which service level commitments apply, as solely determined by MyJECVoice.

“Service Term” means the Initial Service Term and all subsequent Renewal Service Terms.

“Shipping and Handling” means any fees and costs payable by Customer to MyJECVoice in connection with packaging, shipping or processing MyJECVoice Equipment or Customer Equipment to a Customer Location.

“Software” means any proprietary software (including any documentation relating to such software) owned or licensed by MyJECVoice, or which MyJECVoice has a right to

sublicense under this Agreement, and which software is either provided to Customer under this Agreement or which MyJECVoice requires Customer to use in connection with the Services.

“Taxes and Fees” means any taxes and fees arising in any jurisdiction imposed on or incident to the provision, sale or use of Service and MyJECVoice Equipment, including value added, sales, use, gross receipts, excise, franchise, public utility or other taxes, fees, duties or surcharges (including universal service, 911 and other regulatory fees and surcharges), and certain recovery fees, whether imposed on or by MyJECVoice or a MyJECVoice Affiliate.

“MyJECVoice” means MyJECVoice Inc., a subsidiary of Jackson Electric Cooperative.

“MyJECVoice Equipment” means all equipment that is used, leased or otherwise provided by MyJECVoice, whether or not at no additional cost or charge to Customer, in connection with the Services, including phones, routers, switches and battery backup placed on the Customer Locations, but expressly excluding any Customer Equipment.

1. ADDITIONAL TERMS, CONDITIONS AND POLICIES.

These Terms incorporate and include all additional terms, conditions and policies that are (i) set forth in an addendum, schedule, exhibit or amendment to these Terms, (ii) set forth in the SLA, and (iii) set forth at in the Policies section of the MyJECVoice website (www.MyJECVoice.com). To the extent that these Terms conflict with the provisions of any Additional Terms, then these Terms shall control, unless the Parties have expressly stated or agreed otherwise in writing, and the conflicting provisions of the Additional Terms shall be deemed modified to the minimum extent necessary to be read consistently with the Terms. These Terms and any Additional Terms (collectively, sometimes referred to as “Terms”) supersede and replace all terms and conditions set forth in any documents issued by Customer, including Customer-issued purchase orders and specifications not agreed to in writing by the Parties. The Parties agree and acknowledge that MyJECVoice may periodically update the AUP and Privacy Policy to ensure the responsible, fair and reasonable use of MyJECVoice’ networks, services, systems, websites and products, and to ensure compliance with Applicable Laws; provided however that no such update shall be binding on Customer, its Affiliates or any of its users of the Services unless MyJECVoice has provided Customer with thirty (30) days prior written notice thereof. Notice may be provided by e-mail to the most recent email address associated with Customer’s account. In addition, MyJECVoice reserves the right to change any of the Terms at any time, but only on a prospective, not retroactive basis. In the event the Terms are changed, amended and/or modified pursuant to this Section (herein referred to as a “Policy Change”) and such Policy Change is (a) applicable to Customer, and (b) materially and detrimentally alters any Service and/or the applicable terms and conditions under which such Service is then being provided to Customer, then notice shall be provided through Customer’s invoice or by e-mail to Customer’s email address on file. Upon receipt of notice, Customer will have thirty (30) days to notify MyJECVoice that such changes are materially and

adversely impacting, stating specifically which changes are impactful, and the Parties will engage in an up to 30-day executive escalation to reach a mutually agreeable workaround agreement. If agreement cannot be reached on commercially reasonable terms, MyJECVoice may either waive or modify the requirement to Customer's reasonable satisfaction. If MyJECVoice does neither, then Customer can either, within 30 days thereafter, accept the Policy Change or terminate those Services affected by the Policy Changes without termination liability, without the right to continue to use those Services on a month to month basis. Notwithstanding the foregoing, Customer's right to object or terminate shall not apply to Policy Changes required by applicable law, regulation or governmental authority to which MyJECVoice or Customer is subject, or to acceptable use policy changes mandated by MyJECVoice providers to protect the security, operability and integrity of MyJECVoice facilities, services or factors that would adversely affect its other customers, or to comply with reasonable acceptable use policies of its providers supporting the Services.

2. SALES ORDER.

All Services will be described in a Sales Order, which will set forth as applicable: (i) the products, price, delivery, installation location(s) and other information about the Services; (ii) MyJECVoice Equipment being provided to Customer; and (iii) any associated delivery or installation information. The Sales Order incorporates by reference these Terms, and when executed by MyJECVoice and Customer, becomes a binding contract between MyJECVoice and Customer. MyJECVoice will provide, and, commencing on the Service Date for the applicable Customer Location, invoice Customer for each Service pursuant to the terms and conditions of each Sales Order and this Agreement. MyJECVoice will provide, and Customer will pay for and receive from MyJECVoice each Service pursuant to the terms and conditions of each Sales Order. A Sales Order may only be amended in writing signed by both Customer and MyJECVoice. Customer may increase the quantity of Services at existing Customer Locations at any time during the Initial Service Term or Renewal Service Term ("Additional Services") by entering into an addendum or change order that sets forth the specific Additional Services requested. Each such addendum or change order shall be subject to MyJECVoice' acceptance (including by the rendering of the Additional Services), and upon such acceptance shall be considered an amendment to this Agreement and subject to the terms herein. Service Fees will be increased to reflect the Additional Services, subject to the same pricing and payment terms as are set forth in the applicable Sales Order. Additional Customer Locations must be contracted under new Sales Orders.

3. INSTALLATION AND EQUIPMENT.

a. Installation Schedule and Process. MyJECVoice will deliver, install, setup and test, and Customer will accept, the Services as specified in an applicable Sales Order.

b. Permissions and Consents. Customer shall provide MyJECVoice, at no cost to MyJECVoice, all reasonable or required permissions, consents or authorizations

necessary to install, activate, maintain, inspect, alter, repair and replace the Service and any MyJECVoice Equipment, including the right to access and enter Customer's Locations upon reasonable prior notice and agreement of Customer (not to be unreasonably withheld, conditioned or delayed).

c. Special Installation Costs. MyJECVoice may charge, and Customer shall pay, all recurring and nonrecurring costs, charges and expenses incurred by MyJECVoice for Customer's benefit in connection with installation, delivery or implementation of the Services (collectively, the "Special Install Costs"). For clarification and by way of example, standard installation does not include (and the following may comprise a portion of any Special Install Costs) core drilling, wiring extensions for excessive distances, installation of new conduit runs, installation of water proof shielding, installation of aerial circuit runs, or removal of hazard materials, as determined by MyJECVoice at its sole discretion, and after-hours installation of Services ("Non-Standard Installation"). Non-Standard Installation will be purchased by Customer as an additional Service. Non-Standard Installation is the installation of Services Monday to Friday between 5pm to 8am (local time), or any time on Saturday and/or Sunday. Non-Standard Installation will include appointment coordination, the provisioning of the Service, basic external wiring, call tests, and remote MyJECVoice technical support as needed. Special Install Costs will be invoiced to Customer as soon as practicable following the Service Date for the applicable Services.

d. Customer Equipment. Customer understands and acknowledges that installation and delivery of the Services may require the use of certain Customer Equipment. Customer represents that it owns or otherwise has the right to use the Customer Equipment in connection with the Services. Customer shall be fully responsible for the installation, maintenance, repair and operation of any Customer Equipment and shall ensure the compatibility of any Customer Equipment with MyJECVoice Equipment. MyJECVoice will work with Customer and provide guidance and applicable specifications relating to compatibility of the Customer Equipment. Customer will not (i) relocate, rearrange, repair, disconnect or otherwise modify the Service or any MyJECVoice Equipment without MyJECVoice' prior written consent; or (ii) create or allow any liens or other encumbrances to be placed on any MyJECVoice Equipment.

e. MyJECVoice Equipment. Customer will use commercially reasonable efforts to protect and maintain MyJECVoice Equipment in a secure location at the Customer Locations within conditions (including room temperature) that are customary and reasonable for such equipment, and shall be fully liable for all costs, charges or expenses associated with damage to or loss of MyJECVoice Equipment beyond normal wear and tear. Any MyJECVoice Equipment (and any replacements thereof) may be refurbished equipment, so long as the equipment is of good quality and appearance and supports the Services. During the Service Term of any applicable Service Term, MyJECVoice shall repair or replace defective MyJECVoice Equipment. Notwithstanding the foregoing, MyJECVoice shall not be obligated to replace MyJECVoice Equipment if it is determined by MyJECVoice that Customer or another third party is responsible for damage to MyJECVoice Equipment. Customer will be responsible for the replacement

cost of such damaged equipment. Replacement MyJECVoice Equipment may be refurbished equipment.

f. Equipment Returns after Purchase. Equipment purchased by Customer from MyJECVoice is considered Customer Equipment and may not be returned to MyJECVoice for any reason. ALL EQUIPMENT SALES ARE FINAL. Any such equipment returned to MyJECVoice may be refused. Equipment sold by MyJECVoice to Customer may be returned to the manufacturer solely in the event of a defect which arises within the applicable warranty period, provided Customer complies with the terms of this Section and the Return Materials Authorization (“RMA”) policy terms provided by MyJECVoice. Prior to returning the purchased equipment, Customer must contact MyJECVoice so that MyJECVoice can determine whether a defect exists, process a warranty claim on behalf of Customer and to provide an RMA number. Customer must ship the equipment, undamaged and in its original packaging and content to the address provided by MyJECVoice in accordance with all RMA procedures. Customer has ten (10) days after receipt of an RMA to ship the equipment. Customer must pay all shipping fees. Once the equipment is received, the original equipment manufacturer will handle the return in accordance with the applicable warranty policy.

g. MyJECVoice Equipment Return upon Termination. Upon the termination of this Agreement or any Service, Customer shall securely pack, ship and return to MyJECVoice any MyJECVoice Equipment associated with the terminated Service at Customer’s expense, to the address designated by MyJECVoice. If the MyJECVoice Equipment has not been timely returned to MyJECVoice within thirty (30) days after the termination of the applicable Service, MyJECVoice shall invoice Customer and/or charge Customer’s method of payment, and Customer shall pay, for the full replacement value of any MyJECVoice Equipment. MyJECVoice Equipment remains the property of MyJECVoice at all times and MyJECVoice reserves all other rights and remedies including retrieval. Customer will not withhold access to MyJECVoice to retrieve unreturned equipment, MyJECVoice may charge Customer’s selected method of payment, and Customer will pay and be liable for up to a one thousand dollar (\$1,000.00) equipment retrieval fee per Customer location in the event that Customer does not remit payment for such equipment and MyJECVoice must retrieve such equipment. Said fee represents the cost of dispatching personnel to retrieve such equipment.

h. Equipment and Data Backup. As part of the Service installation process, system files on Customer Equipment may be modified to the extent required for operation of the Service. Such modifications may disrupt the normal operations of Customer Equipment, including the possible corruption or loss of data stored on computer(s). Customer understands and acknowledges that installation, use, inspection, alteration, maintenance, repair or removal of the MyJECVoice Equipment may result in temporary interruption to Service or damage to Customer Equipment, software and loss of data. Customer covenants to back-up all existing computer files by copying them to another storage medium prior to the installation of MyJECVoice Equipment and Software. Customer acknowledges, understands and accepts the risks of not making such a

backup, including the loss of some or all of Customer's software or data, or damage to Customer Equipment. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, EXCEPT FOR DAMAGES CAUSED BY MYJECVOICE' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, MYJECVOICE SHALL HAVE NO LIABILITY FOR ANY DAMAGE TO, LOSS OF OR DESTRUCTION OF CUSTOMER'S EQUIPMENT, PERIPHERALS, SOFTWARE OR DATA DURING INSTALLATION.

4. SOFTWARE.

a. Non-Exclusive License. If Software is provided by MyJECVoice in connection with the Services, MyJECVoice grants to Customer a personal, limited, revocable, non-exclusive, non-assignable and non-transferable license to use the Software, in object code form only, solely for the purpose of using the Service. This license will permit such use by Customer and any of its employees or contractors (but only within the scope of their employment or services with Customer) authorized by Customer to use the Service, provided that Customer shall be responsible for all uses of the Service as provided in this Agreement. This license commences upon MyJECVoice' acceptance of the Sales Order for the Service and terminates immediately upon the expiration or termination of this Agreement for any reason. Customer shall return or destroy all Software and any related written material, together with any copies, in its possession or under its control promptly upon the expiration or termination of this Agreement for any reason. Any attempt to sublicense, assign or transfer any of the rights, duties or obligations under this license is void and may result in termination by MyJECVoice of this Agreement and the license. No other licenses or rights to the Software are granted or implied.

b. End User Licenses. Certain Software MyJECVoice provides to Customer may contain third-party software ("Third-Party Software"), including open source software. Use of such Third-Party Software may be governed by separate copyright notices and license provisions, which may be found or identified in documentation or on other media delivered with the Third-Party Software and which are incorporated by reference into this license. Notwithstanding any other terms in this Section 4, such provisions shall govern the use of Third-Party Software. MyJECVoice shall provide or make available to Customer all end user license agreements pertaining to Software (including Third Party Software) or plug-ins to Software that are provided in connection with the Services. MyJECVoice shall ensure that such end user license agreements grant Customer the right to use such Software as necessary for Customer to use the Services in accordance with this Agreement. Customer agrees to comply with the terms and conditions of all end user license agreements that are provided or made available to Customer for any Software (including Third-Party Software) or plug-ins to such Software distributed in connection with the Service. All end user licenses shall remain in effect for so long as the Services are provided by MyJECVoice, but immediately terminate on the date that the Service expires or this Agreement is terminated.

c. Copyright / Trademark / Unauthorized Usage of Device, Firmware or Software. The Service, MyJECVoice Equipment and Software and all information,

documents and materials on MyJECVoice' website(s) are protected by trademark, copyright, patent and other intellectual property laws and international treaty provisions. All such websites, website content, corporate names, service marks, trademarks, trade names, logos and domain names of MyJECVoice are and shall remain the exclusive property of MyJECVoice or its Affiliates and nothing in this Agreement shall grant Customer the right or license to use any of the foregoing. All information, documents and materials on the website(s) of Customer and/or its Affiliates are protected by trademark, copyright, patent and other intellectual property laws and international treaty provisions. All such websites, website content, corporate names, service marks, trademarks, trade names, logos and domain names of Customer and/or its Affiliates are and shall remain the exclusive property of Customer or its Affiliates and nothing in this Agreement shall grant MyJECVoice or its Affiliates the right or license to use any of the foregoing. Customer agrees that the MyJECVoice Equipment is exclusively for use in connection with the Service and that MyJECVoice will not provide any passwords, codes or other information or assistance that would enable Customer to use the MyJECVoice Equipment for any other purpose. If Customer decides to use the Service through an interface device not provided or expressly approved by MyJECVoice (MyJECVoice reserves the right to reasonably prohibit such devices in particular cases or generally), Customer warrants and represents that it possesses all required rights, including software and/or firmware licenses, to use that interface device with the Service and Customer will indemnify, defend and hold harmless MyJECVoice from and against any and all liability arising out of Customer's use of such interface device with the Service. Customer may not undertake, cause, permit or authorize the modification, creation of derivative works, or translate, reverse compile, disassemble, hack or reverse engineer, or otherwise attempt to derive the source code from the binary code of the Software.

5. SERVICE TERM AND TERMINATION.

a. Service Term. Each Sales Order will set forth the Initial Service Term. In the absence of a specific period of time stated in the Sales Order, the Initial Service Term shall be twenty-four (24) months. The Initial Service Term will begin on the Service Date. Sales Orders which describe delivery of Service to multiple Customer Locations may identify multiple Service Dates and Service Terms. The Initial Service Term will automatically renew for a Renewal Service Term (with automatic renewal of subsequent Renewal Service Terms) unless either Party terminates the applicable Sales Order by giving the other Party written notice of termination not less than ninety (90) days prior to the expiration of the Initial Service Term, or applicable Renewal Service Term, as the case may be. Notwithstanding notice by a Party to terminate this Agreement, Services with a remaining Service Term will remain in effect through the applicable Service Term and the terms and conditions of this Agreement and the applicable Sales Order will continue to apply to such Services until the end of such Service Term. Upon termination of the applicable Service Term, MyJECVoice will not be obligated to furnish the Services to Customer; provided, however, if MyJECVoice continues to provide Services and Customer accepts and continues to use the Services after termination of the

Service Term, such use shall be on a month-to-month basis and Customer shall be obligated to pay for such Services at then-current monthly rates for such Services.

b. Customer Cancellation and Termination Charges Prior to Service Date. If

Customer cancels all or any part of the Service prior to the Service Date for the applicable Service, except as may be expressly permitted by this Agreement, then Customer's liability for such cancellation shall be an amount equal to: (a) all charges (including applicable taxes) incurred by MyJECVoice as a result of such cancellation, including recurring and non-recurring charges, third-party license fees or early termination fees or charges associated with any Private Circuit or other Service; plus (b) six (6) months of the forecasted monthly recurring charges or monthly commitment level payments for the Service. MyJECVoice may automatically charge Customer's selected method of payment or Customer shall pay such cancellation amount immediately upon receipt of an invoice therefore, at MyJECVoice' option.

c. Customer Cancellation and Termination Charges After Service Date. Customer may terminate specified Service(s) for convenience after the applicable Service Date upon thirty (30) days' written notice to MyJECVoice. If Customer terminates without cause in accordance with this provision, or if Service is terminated by MyJECVoice hereunder as the result of Customer's default, Customer shall pay MyJECVoice a termination charge.

d. Early Termination Fees and Charges. Customer understands and agrees that MyJECVoice will incur substantial losses upon an early termination of Service, which may include: (i) upfront costs from third-party service providers and subcontractors; (ii) commitments to subscription-based services related to the provision of the Services; (iii) allocation of substantial labor force resources to mobilize for the provision of the Services; (iv) substantial opportunity costs and lost profits. Customer acknowledges and agrees that the precise losses incurred by MyJECVoice as a result of an early termination are difficult to ascertain and that the early termination charges set forth in this Section 5 are fair and reasonable estimates of MyJECVoice' anticipated and actual damages, and not a penalty.

e. Additional Termination Obligations. Upon termination, expiration or cancellation of the Services, Customer shall discontinue use of any MyJECVoice Services, including MyJECVoice-provided telephone numbers, log-ins, voicemail access numbers or any web portal sites assigned to Customer by MyJECVoice.

6. BILLING, CREDIT AND PAYMENT.

a. Commencement of Billing. Accrual of charges will commence on the Service Date and will not be delayed due to Customer's readiness to accept or use the Service. In the event the Service includes a Private Circuit, billing for the Private Circuit will begin on the date the Private Circuit is delivered to the carrier's demarcation point(s) associated with the applicable Customer Location(s). If Customer notifies MyJECVoice within two (2) business days after a Service Date that Service is not functioning substantially in

accordance with applicable specifications, with such notice specifying the deficiencies, MyJECVoice will work to correct any deficiencies and, subject to the preceding sentence, the Service Date will occur when such issues have been resolved. If the specified issues were not, in MyJECVoice' reasonable determination, attributable to MyJECVoice, its agents, or contractors, the original Service Date for that Service will remain unchanged.

b. Information, Installation Responsibilities, Delays and Early Billing. Customer acknowledges and agrees that the Service may be comprised of multiple Private Circuits and/or other products and services ordered from MyJECVoice for installation at one or more designated Customer Locations. MyJECVoice will notify Customer of the earliest available dates for the installation of the Services for each Customer Location, from among which Customer will select and MyJECVoice will confirm (the "Go-Live Date"). Customer agrees and acknowledges that, in order for MyJECVoice to install the Service at each designated Customer Location as of the Go-Live Date, Customer must provide MyJECVoice with any required or requested information (including but not limited to, a complete list of telephone numbers to be ported to the MyJECVoice network, exact location of circuit installation and designated demarcation point, site survey information, equipment information, etc.) and documentation (e.g., completed and signed Letter of Agency) in a timely manner. If Customer delays the Go-Live Date for any reason including but not limited to, (i) failure to provide any requested information and/or documentation to MyJECVoice or access to the Service location in a timely manner; (ii) subsequently cancelling or requesting that the date for such installation, delivery or implementation be moved to a later date or alternate location, and/or (iii) any other delay caused by the Customer for any reason not directly attributable to MyJECVoice's fault, then MyJECVoice reserves the right to charge Customer, and Customer agrees to pay for, all costs incurred by MyJECVoice as a result of such Customer delays. Such costs may include but not be limited to, any increase in costs MyJECVoice incurs due to a move of the Customer Locations (e.g. increased equipment costs, circuits, build-out/construction costs, etc.), as well as applicable Taxes and Fees. MyJECVoice also reserves the right to commence billing Customer for the Services and MyJECVoice Equipment as if the Service Date occurred as of the Go Live Date an amount equal to the Monthly Recurring Charge ("MRC") for all Services and MyJECVoice Equipment as of the Go Live Date, plus applicable Taxes and Fees. The foregoing payment obligation shall not apply if the Go Live Date is missed or delayed as a direct and sole result of any action of failure to act by MyJECVoice or any authorized MyJECVoice service or equipment provider. In such situation, Customer's payment obligations shall commence on the date when the Service or MyJECVoice Equipment is actually installed and activated by MyJECVoice or would have been installed and activated, except to the extent any delay is caused by Customer.

c. Customer Address Accuracy. Customer shall provide MyJECVoice with the correct address at which Services will be provided. MyJECVoice relies on the accuracy and completeness of such information to determine and invoice applicable taxes, fees, surcharges and assessments. If Customer does not provide a valid address, Customer

will be responsible for any resulting taxes, fees, surcharges, assessments and penalties.

d. Expedited Service Date. Customer may request in writing (email acceptable) an expedited Service Date and MyJECVoice will notify Customer of any additional charges, if any, required to process the request for an expedited Service Date, which may include, but not be limited to, any third party charges incurred by MyJECVoice to expedite the Service ("Expedite Charges"). If MyJECVoice accepts the expedited Service Date request, Customer will be obligated to pay the agreed upon Expedite Charges as set forth on the Sales Order. Expedited Service Dates are provided on a reasonable efforts basis and are not guaranteed by MyJECVoice.

e. Credit Approval. Customer agrees to supply MyJECVoice with the information necessary to verify Customer's credit rating prior to providing Customer with access to the Services or Equipment. MyJECVoice may also, during the Service Term of this Agreement, update its information regarding Customer's credit rating without notice to or permission from Customer. Customer authorizes MyJECVoice to make inquiries and to receive information about Customer's credit experience from others, enter this information in Customer's file, and disclose such information concerning Customer to appropriate third parties for reasonable business purposes. MyJECVoice reserves the right any time during the Service Term, in its sole discretion, to require another form of secure payment authorization, such as auto-payment, in the event Customer's account is habitually delinquent.

f. Payment of Invoices and Disputes. Invoices are delivered monthly. Fixed monthly recurring charges are billed in advance and variable usage-based charges are billed in arrears. Billing for partial months is prorated. Payment is due upon receipt of invoice and in no event later than thirty (30) days after the invoice date. Shipping and Handling, plus any other charges associated with delivery, installation or activation of Services, as may be stated in the Sales Order or otherwise payable by Customer pursuant to this Agreement, shall be invoiced to Customer. Undisputed past due amounts bear interest at the lower of 1.5% per month or the maximum rate allowed by law. All fees and charges (together, "Service Fees") and any other amounts due to MyJECVoice may, at the written direction of Customer's authorized representative, be charged to Customer's Visa, MasterCard, American Express or other valid credit or debit card, and/or electronically debited to Customer's bank account, in which case Customer hereby authorizes MyJECVoice to charge Customer's credit/debit card and/or to electronically debit Customer's bank account for all such fees, charges (including termination-related charges), taxes and payment transaction processing costs. Pre-paid cards are not accepted. If Customer reasonably disputes an invoice, Customer must pay the undisputed amount and submit written notice of the disputed amount (with details of the nature of the dispute and the Services and invoice(s) disputed) to the address below on or before the due date. In the event Customer intends to dispute amounts already paid in full, Customer must submit notice of such dispute in writing within ninety (90) days from the date of the invoice (such date at the end of such period being the "Dispute Due Date"). After receipt of notice of the dispute, MyJECVoice shall undertake an

investigation of the dispute, so long as Customer has not waived its rights pursuant to this paragraph to make the dispute. At the conclusion of the investigation, MyJECVoice will notify Customer of any amount determined by MyJECVoice to be correctly charged and such amount will become immediately due and payable together with interest from the date originally due. If the dispute notice is not sent by the Dispute Due Date, Customer waives all rights to dispute the applicable charges, unless otherwise provided by law. All billing disputes must be sent to MyJECVoice at internet@myjec.net. If Customer does not deliver full payment for all undisputed billed charges by the due date, MyJECVoice may impose late payment fees and/or restrict, suspend or terminate use of the Services or Equipment pursuant to Section 18.a(a). Returned checks are subject to imposition of returned check fees and charges. Customer shall also reimburse MyJECVoice for all reasonable attorneys' fees and other costs incurred by MyJECVoice relating to collecting delinquent payments or Customer's non-payment breach of this Agreement. MyJECVoice may also apply other payments made by Customer. If MyJECVoice restricts, suspends or terminates Customer's Services, Customer remains liable for all Service Fees during any suspension period. MyJECVoice may, at its sole option, choose to restore Customer's Services. A restoration fee may apply and any overdue charges must be paid in full. Such restoration shall not be construed as a waiver of MyJECVoice' right to (i) receive full payment for all Service Fees due or (ii) again restrict, suspend or terminate the Services at any time for non-payment of any unpaid charges. The failure of MyJECVoice to restrict, suspend or terminate the Services for non-payment of any charges shall not operate as a waiver or estoppel to restrict, suspend or terminate Services of such account for non-payment of current or future charges.

g. Additional, Unrelated Charges. The Services may allow Customer to access the Internet, on-line services and other information. Customer acknowledges that Customer may incur charges while using the Service in addition to those billed by MyJECVoice. For example, Customer may incur charges as a result of accessing certain on-line services or purchasing or subscribing to certain other offerings. Customer agrees that all such charges, including all applicable taxes, are the sole responsibility of Customer, and Customer covenants to timely pay all such charges.

7. TAXES AND FEES.

Prices for Services do not include, and Customer is responsible for, all Taxes and Fees. Customer may present MyJECVoice with a valid exemption certificate eliminating Customer's and MyJECVoice's liability to pay certain Taxes and Fees. MyJECVoice may charge a regulatory recovery fee to offset costs incurred by MyJECVoice in complying with inquiries and obligations imposed by federal, state and municipal regulatory bodies/governments and related legal and billing expenses. The regulatory recovery fee may also include recovery of costs for legal, intellectual property, cybersecurity, compliance and other related expenses, including those related to number portability, customer privacy protection and anti-fraud protection. The regulatory recovery fee is not a tax or charge required or assessed by any government authority

and may be recovered by MyJECVoice through imposition of a surcharge on cost of the Service.

8. REGULATORY AND LEGAL CHANGES.

MyJECVoice may discontinue, limit, modify any Service, or impose additional requirements to the provision of any Service, as may be reasonably required to comply with any Applicable Laws. If changes in Applicable Laws materially and adversely affect delivery of Service (including the economic viability thereof), MyJECVoice will provide notification to Customer and the Parties will use good faith efforts to negotiate appropriate changes to this Agreement. If the parties cannot reach agreement within thirty (30) days after MyJECVoice's notice requesting renegotiation, MyJECVoice may, on a prospective basis after such 30-day period, pass any increased costs resulting from such changes on to Customer; provided, however, that MyJECVoice shall provide Customer written notice of any increased costs or charges and Customer may upon notice given to MyJECVoice within sixty (60) days after delivery of the notice of the increased charges terminate Service without liability for an early termination fee or charge. If Customer does not terminate Service within such 60-day period, Customer's termination right shall expire and Customer shall be obligated to accept and pay for the Service until expiration or termination of the Service Term.

9. PROHIBITED USE OF THE SERVICE.

Customer shall use the Services only in a manner that complies with all Applicable Laws and the terms and conditions of this Agreement, including the AUP. Any use of the Services or any other action in violation of this Section 9 or that causes a disruption in the MyJECVoice network integrity, or in MyJECVoice's determination threatens or compromises the security of MyJECVoice, its vendors, its other customers or the Services whether directly or indirectly, is strictly prohibited and permits MyJECVoice to suspend the Services without prior notice at the sole discretion of MyJECVoice if such immediate suspension is required to protect MyJECVoice, its vendors, its other customers, the Services or other third parties, otherwise MyJECVoice may provide reasonable notice prior to suspension. Customer further permits MyJECVoice to disclose any information, including Customer Confidential Information, to necessary authorities or third parties. MyJECVoice shall have the right, in its sole, but reasonably exercised discretion, not to accept, transmit or deliver any messages or content that it reasonably believes contains inappropriate content or that is, or could reasonably become, the subject of any legal, regulatory, or other governmental proceeding or process, including a law enforcement proceeding, process, or inquiry.

10. FRAUDULENT USE OF SERVICE.

Customer is solely responsible for any and all activities that occur under Customer's account, including any unauthorized use; Customer shall be responsible for maintaining the security of all user names and passwords, and Customer shall not transfer its login credentials accessing the Services to any third party. Customer agrees to immediately

notify MyJECVoice if it becomes aware of any prohibited, fraudulent or unauthorized use of the Services, Customer's account, MyJECVoice Equipment or Customer Equipment. MyJECVoice shall not be liable for any damages whatsoever resulting from any prohibited, fraudulent or unauthorized use of the Services, Customer's account, MyJECVoice Equipment or Customer Equipment, and Customer shall bear the risk of loss and assume all liability arising from any such prohibited, unauthorized or fraudulent usage, except to the extent such usage arose solely from MyJECVoice's gross negligence or willful misconduct. Any such prohibited, unauthorized or fraudulent use shall be deemed a material breach of the Agreement by Customer. Customer is responsible for implementing generally accepted security measures to protect all access points. 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 administrators, as well as the media access control (MAC) address of telephones used by Customer). Customer is also solely responsible for terminating credentials and access for any end users no longer authorized by Customer to use the Services. 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. Customer shall not be excused from paying for Services or any portion thereof on the basis that fraudulent calls, and any charges associated with such calls (e.g. long distance charges), comprised a corresponding portion of the Services. In the event MyJECVoice discovers or has reason to believe (i) suspicious or fraudulent calls being made, (ii) calling patterns or volumes materially outside of Customer's regular usage patterns or (iii) other usage in violation of the AUP, Customer consents to MyJECVoice taking actions it deems reasonably necessary (including temporary suspension of the affected Service or blocking or limiting access to particular calling numbers or geographic areas), without notice to Customer, to prevent such calls from taking place, if such immediate suspension is required to protect MyJECVoice, its vendors, its other customers, the Services or other third parties; otherwise MyJECVoice may provide reasonable notice prior to suspension. Customer acknowledges and agrees that MyJECVoice is under no obligation to do so, but may: (a) upon request investigate the authenticity of calls charged to Customer's account, (b) take action to prevent such calls from being made, and (c) is not liable for any fraudulent calls processed by MyJECVoice and billed to Customer's account unless such calls are the result of MyJECVoice' gross negligence or willful misconduct.

11. NO RESALE.

Customer represents and warrants that it will be the ultimate end user of the Service. Customer shall not in any way resell, license, permit or otherwise allow any third party to use the Services without receiving MyJECVoice' prior written consent, which may be withheld or conditioned in MyJECVoice' sole discretion.

12. THIRD PARTY NETWORKS.

In some cases, MyJECVoice may utilize the public Internet and third party networks outside of its control in conjunction with the provision and maintenance of the Services

and its websites. In such cases, MyJECVoice makes no representation that the Internet or any such third party network will adequately secure or protect the privacy of Customer or any end user's personal information, and MyJECVoice expressly denies any associated liability. Actions or inactions caused by these third party networks can result in situations in which MyJECVoice customers' connections may be impaired or disrupted. Although MyJECVoice will use commercially reasonable efforts to remedy or avoid such events, MyJECVoice expressly disclaims warranties with respect to these third party networks or any disruptions that may occur thereon.

13. REQUIRED MAINTENANCE.

MyJECVoice reserves the right to perform repair and maintenance on or upgrade, update or enhance (collectively, the "Maintenance") its network, infrastructure, website(s), Services and MyJECVoice Equipment pursuant to the applicable terms of the Service Level Agreement. MyJECVoice shall use commercially reasonable efforts to perform the Maintenance in a manner so as to avoid unduly interfering with Customer's use of the Services, including by providing reasonable commercial notice where feasible.

14. VOICE-TO-TEXT AND TEXT-TO-VOICE LIMITATIONS.

Certain MyJECVoice Services may provide a function that allows voicemails to be converted to text and vice-versa. Customer understands and agrees that MyJECVoice' voice-to-text ("VTT") and text-to-voice ("TTV") features may not accurately transcribe voicemails or articulate text messages, respectively. Customer is solely responsible for checking the original message and verifying the accuracy of the message when using any VTT or TTV features. MyJECVoice expressly disclaims all liability with respect to the conversion of voicemails to text or vice-versa.

15. SUPPORT AND SERVICE LEVEL COMMITMENTS.

Customer will timely report any issues, trouble or problems affecting Service to MyJECVoice using a Customer-initiated trouble ticket (a "Trouble Ticket"). Additional information for MyJECVoice support can be found at www.myjecvoice.com. Calls to and from MyJECVoice customer service, sales or other representatives may be recorded and/or monitored for quality assurance and training purposes and by speaking with such MyJECVoice representatives, Customer consents to such recording and/or monitoring. If MyJECVoice does not meet a performance or other service level commitment set forth in an applicable Service Level Agreement, and upon Customer's timely request submitted in accordance with this Agreement or the applicable Service Level Agreement, a service credit will be issued to Customer as stated in the applicable Service Level Agreement. Customer's sole remedies for any non-performance, outages, failures to deliver or defects in Service are set forth in the applicable Service Level Agreement and these Terms.

16. CUSTOMER DATA; SUGGESTIONS AND FEEDBACK.

Customer hereby grants MyJECVoice a non-exclusive, non-transferable (except in connection with any assignment of this Agreement) license to copy, store, record, transmit, display, view, print, and use Customer Data, solely to the extent necessary to provide the Services to Customer. In the event that Customer provides MyJECVoice with suggestions, enhancement requests, recommendations, proposals, documents, or other feedback with respect to the Services or Software (collectively, "Suggestions"), Customer grants MyJECVoice and its Affiliates a royalty-free, worldwide, irrevocable, perpetual license to use, modify, and distribute such Suggestions in connection with efforts to improve, enhance or modify the Services or Software without compensation or attribution to Customer of any kind.

17. CHANGES TO SOFTWARE AND SERVICES.

MyJECVoice reserves the right to (i) remove, add, or modify features and functions of the Software or Services; (ii) to provide fixes, updates and upgrades to the Software or Services; or (iii) change or replace any equipment, Services and Software supporting, supplying or enabling any of the Services or MyJECVoice Equipment at any time, provided that such change will not materially alter the core features, functionality or security of the Software or Services. MyJECVoice will provide notice if such change would have a reasonably foreseeable material adverse impact on the Software or Services pursuant to the methods in Section 1. Customer agrees to implement promptly all fixes, updates, upgrades and replacements of Software and Third Party Software as directed by MyJECVoice or by the third party providers of Third-Party Software. MyJECVoice shall not be liable for inoperability of the Services due to failure of Customer to timely implement the required changes. Nothing in this paragraph affects MyJECVoice' obligations or Customer's rights under the Service Level Agreement.

18. DEFAULT AND REMEDIES.

a. Customer Default. If Customer either (a) fails to make any undisputed payment when due and such failure continues for five (5) business days after written notice from MyJECVoice, or (b) fails to observe or perform any other material term of this Agreement and such failure continues for thirty (30) days after written notice from MyJECVoice, then MyJECVoice may elect to: (i) terminate this Agreement and/or any Sales Order, in whole or in part; (ii) immediately suspend Customer's Service, in whole or in part; or (iii) pursue all remedies MyJECVoice may have at law or in equity. In the event such failure under (b) above is not capable of cure within the 30-day period, the time for Customer to cure will be extended to sixty (60) days from the date that Customer received notice of such breach so long as Customer is diligently attempting to remedy such breach during that period.

b. MyJECVoice Default. If MyJECVoice fails to observe or perform any material term of this Agreement, other than non-performance under or failure to comply with any Service Level Agreement, Customer may terminate any applicable Sales Order only after Customer has delivered written notice of such failure to MyJECVoice, such notice to contain reasonable detail describing any breach, and MyJECVoice has failed to remedy

such failure within thirty (30) days of its receipt of Customer's written notice. In the event such failure is not capable of cure within the 30-day period, the time for MyJECVoice to cure will be extended to sixty (60) days from the date that MyJECVoice received notice of such breach so long as MyJECVoice is diligently attempting to remedy such breach during that period.

19. WARRANTY DISCLAIMER.

MYJECVOICE PROVIDES THE SERVICES, EQUIPMENT AND SOFTWARE ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND (EXCEPT FOR ANY THIRD PARTY MANUFACTURER WARRANTIES THAT MAY BE APPLICABLE TO EQUIPMENT PURCHASED BY CUSTOMER FROM MYJECVOICE, AND EXCEPT AS MAY BE SET FORTH IN THE SALES ORDER AND AS SPECIFICALLY AND EXPRESSLY PROVIDED IN ANY APPLICABLE SERVICE LEVEL AGREEMENT), WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. MYJECVOICE MAKES NO WARRANTY THAT THE SERVICES WILL MEET CUSTOMER REQUIREMENTS, SPECIFICATIONS, EXPECTATIONS OR THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, THAT ANY DEFECTS IN THE SERVICES WILL BE CORRECTED, THAT THE SERVICES WILL OPERATE IN COMBINATION WITH CUSTOMER CONTENT, CUSTOMER APPLICATIONS, OR WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT PROVIDED BY MYJECVOICE. CUSTOMER ACKNOWLEDGES THAT MYJECVOICE DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. MYJECVOICE IS NOT RESPONSIBLE FOR MESSAGES OR INFORMATION LOST OR MISDIRECTED DUE TO INTERRUPTIONS OR FLUCTUATIONS IN THE SERVICES OR THE INTERNET IN GENERAL, OR FOR ANY ISSUES RELATED TO THE PERFORMANCE, USE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM CUSTOMER'S USE, CUSTOMER CONTENT, CUSTOMER APPLICATIONS, OR THIRD PARTY CONTENT. MYJECVOICE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES REGARDING THE RELIABILITY, ACCURACY, COMPLETENESS, CORRECTNESS OR USEFULNESS OF THIRD PARTY CONTENT. TO THE EXTENT THAT MYJECVOICE CANNOT DISCLAIM ANY WARRANTIES IN CERTAIN JURISDICTIONS, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW. ALTHOUGH REASONABLE EFFORTS ARE MADE TO PROVIDE SECURITY FOR VOICEMAILS AND FAX TRANSMISSIONS, MYJECVOICE MAKES NO GUARANTEES OR WARRANTIES OF SECURITY. CUSTOMER ACKNOWLEDGES THAT THE SERVICES ARE NOT ENABLED TO FUNCTION OUTDIALING SYSTEMS INCLUDING HOME OR OFFICE SECURITY SYSTEMS, TTY EQUIPMENT, MEDICAL MONITORING EQUIPMENT OR SATELLITE TELEVISION SYSTEMS. MYJECVOICE WILL NOT BE LIABLE FOR

INTERRUPTION OR DISRUPTION OF SUCH SYSTEMS BY THE SERVICES. CUSTOMER ACKNOWLEDGES THAT THE SERVICES ARE NOT DESIGNED, INTENDED OR RECOMMENDED AS A MEANS BY WHICH TO STORE OR TRANSMIT "PROTECTED HEALTH INFORMATION" ("PHI") AS DEFINED UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 AND RELATED OR SIMILAR LAWS (COLLECTIVELY, "HIPAA"). EXCEPT AS OTHERWISE AGREED IN A WRITING SIGNED BY MYJECVOICE, MYJECVOICE MAKES NO REPRESENTATION OR WARRANTY THAT THE SERVICES OR THEIR USE WILL COMPLY WITH HIPAA OR WILL RENDER ANY PARTY COMPLIANT WITH HIPAA, AND IS RELEASED FROM ANY LIABILITY FOR ITS ACTS OR OMISSIONS RELATING TO HIPAA.

20. LIMITATION OF LIABILITY.

NEITHER CUSTOMER NOR MYJECVOICE, NOR ITS AFFILIATES, VENDORS, SUPPLIERS, DISTRIBUTORS, CHANNEL AND OTHER MARKETING PARTNERS OR OTHER REPRESENTATIVES SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, REPLACEMENT COSTS, OR ANY LOSS OF REVENUE OR PROFITS, CONTENT, DATA, OR DATA USE, EVEN IF CUSTOMER OR MYJECVOICE HAS BEEN INFORMED IN ADVANCE OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE REASONABLY BEEN FORESEEN BY MYJECVOICE. EXCEPT FOR CUSTOMER'S PAYMENT OBLIGATIONS, A PARTY'S AGGREGATE LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED THE TOTAL AMOUNTS PAID OR ARE PAYABLE TO MYJECVOICE UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO A CLAIM SUBJECT TO THIS SECTION 20. THE PARTIES ACKNOWLEDGE AND ACCEPT THE REASONABLENESS OF THE DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 20.

21. INDEMNIFICATION.

Customer agrees to defend, indemnify and hold harmless MyJECVoice from and against any loss, damage or costs (including reasonable attorney's fees)(collectively, "Losses") incurred in connection with claims made or brought against MyJECVoice by a third party arising from or relating to: (i) the injury of or death to any person or damage to real or tangible personal property to the extent such injury or death is proximately caused by the negligence or misconduct of Customer or its employees, agents, or subcontractors; (ii) any unauthorized or prohibited use of the Services, Software or MyJECVoice Equipment; (iii) the gross negligence or willful misconduct of Customer or its employees, agents or subcontractors; (iv) violation of the AUP; or (v) violation of any Applicable Laws by Customer or its employees, agents or subcontractors.

22. CONFIDENTIALITY.

a. Confidential Information. “Confidential Information” means all nonpublic information relating to a Party or its Affiliates that (i) if provided in writing, is marked or labeled as confidential or proprietary, or (ii) if provided verbally, is designated as confidential at the time of disclosure, or (iii) even if not so marked, labeled or identified, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Confidential Information includes, without limitation, all nonpublic information relating to (i) a Party’s or its Affiliates’ technology, customers, employees, business plans, agreements, finances and other business affairs, (ii) the MyJECVoice network or service delivery platform, and (iii) the terms of any Sales Order. Confidential Information does not include any information that (i) has become publicly available without breach of this Agreement, (ii) was known to the Party receiving Confidential Information under this Agreement (the “Receiving Party”) at the time of its receipt from the Party disclosing the Confidential Information (the “Disclosing Party”) or its Affiliates as shown by documentation reasonably acceptable to Disclosing Party, (iii) is received from a third party who did not acquire or disclose such information by a wrongful or tortious act, or (iv) was independently developed by the Receiving Party without use of any Confidential Information as shown by documentation reasonably acceptable to Disclosing Party.

b. Non-Use; Non-Disclosure. Each Party hereby agrees to hold Confidential Information in strict confidence and shall, in any case, protect such Confidential Information with no less diligence than that with which it protects its own confidential or proprietary information of a similar nature. The Receiving Party agrees not to use any Confidential Information of the Disclosing Party for any purpose unrelated to the Services. Each Party may disclose the Confidential Information of the other Party on a “need to know basis” and then only to its and its Affiliates’ directors, officers, advisors, employees and other legal, business or financial partners or representatives; provided that all such persons are subject to written confidentiality agreements which contain provisions which are no less restrictive than the provisions of this Section 22. In addition, MyJECVoice may disclose this Agreement under a comparable non-disclosure agreement in response to a third party due diligence request supporting a financing or non-ordinary course of business corporate transaction.

c. Compelled Disclosure. If the Receiving Party is legally compelled by any means (including deposition, interrogatory, request for documents, subpoena, civil or regulatory investigative demand or similar process) to disclose Confidential Information of the Disclosing Party, subject to applicable laws, the Receiving Party must provide the Disclosing Party with prompt written notice of such legal requirement in order to allow the Disclosing Party to seek a protective order or other appropriate remedy or waive compliance with this Section 22.

d. Return or Destruction. Upon the termination or expiration of this Agreement, or at any time upon the request of the Disclosing Party, the Receiving Party shall, at the Disclosing Party’s option, return or destroy (and certify as to such destruction) all Confidential Information of the Disclosing Party in its control or possession, other than

copies which the Receiving Party may be required to maintain under applicable law or regulation.

23. CUSTOMER DATA.

MyJECVoice will use commercially reasonable efforts to protect the security of Customer data. If MyJECVoice discovers or is notified of a breach of security relating to the Customer Data, MyJECVoice shall promptly, upon its confirmation of an actual data breach impacting Customer Data: (a) notify Customer of such breach; and (b) if the applicable Customer Data was within the reasonable span of control of MyJECVoice at the time of such breach, MyJECVoice shall: (i) use commercially reasonable efforts to mitigate the effects of the breach or potential breach; and (ii) take commercially reasonable steps to institute safeguards that are designed to prevent or attempt to prevent the recurrence of such breach or potential breach. In addition, Customer shall have the right, at Customer's cost and expense, to reasonably investigate any such breach, subject to MyJECVoice' and its suppliers' security policies, and MyJECVoice shall, and shall cause its representatives to, fully cooperate with Customer's investigation.

24. EMERGENCY 911 SERVICES.

By using the Service or MyJECVoice Equipment, Customer acknowledges the limitations of MyJECVoice E911 services as described in the E911 Acknowledgement, as well as those set forth in this Section 24. Customer is advised to thoroughly read and understand the E911 Acknowledgement and the options available. Customer acknowledges that it has received the E911 Acknowledgement and has read, understands and agrees to the terms and conditions of the E911 Acknowledgement, and assumes the risks associated with the MyJECVoice E911 service limitations.

25. LOCAL NUMBER PORTABILITY.

a. Number Transfer on Service Activation. In the event Customer is not utilizing a new phone number for the Services, but rather is transferring an existing phone number(s) which currently is subscribed to a carrier other than MyJECVoice for local, long distance and international telephone services, to MyJECVoice, the terms and conditions of this Section 25 shall apply:

- i. Customer hereby authorizes MyJECVoice to process Customer's order for Services and to notify Customer's current local telephone company or other service provider of its decision to switch all local, local toll and long distance services to MyJECVoice, and represents and warrants that Customer is authorized to take this action;
- ii. Customer agrees and acknowledges (i) that the porting of Customer's numbers requires Customer's provision of specific, detailed and accurate information to MyJECVoice and other service providers, as applicable, and the completion of certain steps and procedures, as well as third parties' completion of certain tasks, and (ii) that

numbers may not be ported in or ported out unless such information matches the information on record with MyJECVoice or other service providers. The completion of a port request is dependent upon these and other factors which may be outside the control of MyJECVoice or other service providers, and accordingly, MyJECVoice is not responsible for delayed or incomplete ports;

iii. Customer agrees and acknowledges that if the MyJECVoice Equipment is set up prior to the date that the number switch becomes effective ("Port Effective Date"), Customer may only be able to make outgoing calls over the phone connected to the MyJECVoice Equipment. In such event, Customer should keep another phone connected to an existing phone extension at its service location to receive incoming calls until the Port Effective Date, after which Customer will be able to both make and receive calls using the Service. Customer agrees and acknowledges that if its MyJECVoice Equipment is not yet activated as of the Port Effective Date, its existing phone service for the number being transferred may be disconnected and Customer may have no service for that line. Therefore, to avoid an interruption in Customer's phone service, MyJECVoice Equipment must be installed prior to, or on, the Port Effective Date. An estimate of the Port Effective Date will be sent to Customer via e-mail by MyJECVoice following completion of the ordering process.

b. Number Transfer on Service Termination. MyJECVoice or its providers may receive requests from other telephony providers ("Requesting Party") acting as agents on Customer's behalf to port a telephone number currently assigned to Customer to a third party provider ("Port-Out"). MyJECVoice will support all such requests and will cooperate with the Requesting Party to perform any Port-Out in accordance with the Requesting Party's reasonable directions and MyJECVoice' or its vendors' standard operating procedures. Customer will be responsible for all monthly, usage and disconnect fees associated with Service until the Port-Out date of completion or last date of the service period, whichever comes last. MyJECVoice assumes no liability for costs associated with any numbers that cannot be ported or that Customer chooses not to port.

c. MyJECVoice-Provided Telephone Numbers. Telephone numbers provided by MyJECVoice ("MyJECVoice-Provided Numbers") to Customer shall be leased and not sold. Customer will use MyJECVoice Provided Numbers it leases with the Services and on devices approved or prescribed by MyJECVoice. Customer may port any such numbers upon termination of the Services. In the event Customer does not port MyJECVoice Provided Numbers following termination of Service, Customer thereafter relinquishes any rights in such numbers, and MyJECVoice reserves the right to move, change or cancel MyJECVoice Provided Numbers not ported by Customer following termination in its reasonable discretion.

26. BETA SERVICES AND SOFTWARE.

Certain Services or Software may be designated or offered as a "beta" version ("Beta Version") of a Service or Software, which may or may not be released as a full

commercial service in the future. Except as otherwise indicated under separate terms and conditions that may apply to such Beta Versions, MyJECVoice may not charge for such Beta Versions, and reserves the right to charge for subsequent versions of the Beta Version, including any potential commercial releases. Customer acknowledges and agrees that the Beta Version may contain, in MyJECVoice' sole discretion, more or fewer features or different licensing terms than a subsequent commercial release version of the Beta Version. MyJECVoice reserves the right not to release later commercial release versions of the Beta Version. Without limiting any disclaimer of warranty or other limitation stated in these Terms (or any separate terms and conditions that would otherwise be applicable to such Beta Versions), Customer agrees that Beta Versions are not considered by MyJECVoice to be suitable for commercial use, and that may contain errors affecting their proper operation. CUSTOMER ACKNOWLEDGES AND AGREES THAT USE OF ANY BETA VERSION MAY EXHIBIT SPORADIC DISRUPTIONS THAT HAVE THE POTENTIAL TO DISRUPT CUSTOMER'S USE OF ANY SERVICES OR SOFTWARE. NOTWITHSTANDING ANY OTHER PROVISION OF THESE TERMS, MYJECVOICE SPECIFICALLY DISCLAIMS ALL DAMAGES RESULTING FROM CUSTOMER'S USE OF ANY BETA VERSION. The fact and existence of any Beta Version shall be deemed to be MyJECVoice Confidential Information under this Agreement.

27. ELECTRONIC RECORDING.

Customer acknowledges that there are federal and state laws governing the electronic recording of telephone conversations and that MyJECVoice is not liable for any illegal use of the Services. It is Customer's responsibility to determine and comply in full with its own compliance obligations. No Services or products offered by MyJECVoice are represented or warranted to comply with electronic recording laws. Customer agrees that MyJECVoice may, in its sole discretion, record any call between Customer and MyJECVoice for MyJECVoice quality control purposes.

28. RIGHT TO REVIEW USE OF SERVICES.

MyJECVoice reserves the right to review and monitor Customer's use of the Service for purposes of confirming compliance with this Agreement. MyJECVoice may also review Customer's security and anti-fraud protections for select MyJECVoice Services.

29. GENERAL.

a. Assignment. This Agreement inures to and is binding upon the Parties' successors and permitted assignees. Customer shall not assign this Agreement without MyJECVoice' prior written consent, not to be unreasonably conditioned, withheld or delayed; provided that Customer may, without consent, but with reasonable prior written notice, assign its rights and obligations hereunder to any parent, affiliate or subsidiary of Customer or pursuant to any merger, acquisition, reorganization, sale or transfer of all or substantially all its assets; provided, however, that any proposed assignee shall be at least as creditworthy as Customer (as reasonably determined by MyJECVoice), shall

agree in advance and in writing to assume and be bound by all provisions of this Agreement, and shall deliver to MyJECVoice fully-executed documents reasonably acceptable to MyJECVoice establishing the terms of such an assignment. Any assignment by Customer other than as permitted by this Section 29.a. shall be void and of no force or effect.

b. Force Majeure. Neither Party is liable for any failure of performance (other than for delay or performance in the payment of money due and payable hereunder) to the extent such failure is due to any cause or causes beyond such Party's reasonable control, including acts of God, fire, explosion, vandalism, cable cut, denial of service attacks, adverse weather conditions, governmental action, acts of terrorism or strikes and similar labor difficulties. Either Party's invocation of this clause will not relieve Customer of its obligation to pay for any Services actually provided or permits Customer to terminate any Services except as expressly provided herein. In the event such force majeure event prevents the availability or material use of the affected portion of Services and such event continues for more than thirty (30) consecutive days, either Party may terminate the affected portion of the Services without liability.

c. Intellectual Property and Publicity. Except as explicitly granted herein, neither Party is granted a license or other right (express, implied or otherwise) to use any trademarks, copyrights, service marks, logos, trade names, patents, trade secrets or other form of intellectual property of the other Party or its affiliates without the express prior written authorization of the other Party. Neither party will issue any press release, identify the other party using its name, trademarks and/or logos in its marketing collateral, presentations and websites, or make any other public statement(s) relating to this Agreement, except as may be required by law or agreed by the non-disclosing party in writing signed by an authorized representative. Either party may, may revoke such right with written notice to the other party at any time.

d. Nonexclusive. This Agreement is non-exclusive. Nothing in this Agreement prevents either Party from entering into similar arrangements with other persons or entities.

e. Notices. Except as otherwise provided in this Agreement (e.g., billing disputes as described in Section 6), any notice required or given under this Agreement to MyJECVoice will be in writing and delivered to MyJECVoice as follows:

MyJECVoice
100 Cooperative Dr.
Bay City, TX 77414

f. Facsimile and Electronic Transmission; Counterparts. Sales Orders, and other documents that may be executed in connection with the Services (collectively "Service Documentation"), may be executed and delivered by facsimile or electronic transmission, and upon receipt, such transmission shall be deemed the delivery of an original. Service Documentation may be executed in several counterparts, each of

which when executed shall be deemed to be an original, and such counterparts shall each constitute one and the same instrument.

g. Electronic Communications and Consent to use of Electronic Signatures and Records. By ordering, purchasing or using the Services, Customer agrees that MyJECVoice may provide to Customer by use of electronic communications any required notices, agreements and other information concerning MyJECVoice, including changes to these Terms. In addition, by clicking “I Agree” or “I Accept” (or similar) anywhere on a MyJECVoice website or webpage Customer agrees and acknowledges to conduct business electronically and be bound by the applicable agreement, document or transaction.

h. Basis of Bargain; Failure of Essential Purpose. Customer acknowledges and agrees that MyJECVoice has established its prices and entered into this Agreement in reliance upon the limitations and exclusions of liability and the warranty disclaimers set forth in this Agreement, and that they are an essential basis of the bargain between the parties and are material terms of this Agreement. The Parties agree that the limitations and exclusions of liability and warranty disclaimers specified in this Agreement will survive and apply even if found to have failed their essential purpose, and Customer hereby waives its right to contest the enforceability of any provision of this Agreement by reason of such failure.

i. No Commitments. Customer represents that MyJECVoice has made no commitments or promises orally or in writing with respect to delivery of any future features or functions. In relation to any future features or functions, all presentations, RFP responses, and/or product roadmap documents, information or discussions, either prior to or following the date herein, are informational only, and are not the basis for, nor part of this Agreement or any Sales Order. MyJECVoice has no obligation to provide any future releases or upgrades or any features, enhancements or functions, unless specifically agreed to by both Parties. Customer acknowledges that its purchasing decisions are not based upon any future features or functions.

j. Survival, Modification. The terms and conditions of this Agreement will survive the expiration or other termination of this Agreement to the fullest extent necessary for their enforcement and for the realization of the benefit thereof by the Party in whose favor they operate. Except for the rights of MyJECVoice in Section 1, all modifications, amendments, supplements to or waivers of this Agreement must be in writing and executed by authorized representatives of both parties.

k. Relationship of the Parties. The relationship of MyJECVoice and Customer shall not be that of partners, agents or joint venturers for one another, and nothing contained in the Agreement shall be deemed to constitute a partnership or agency agreement between the Parties for any purposes. MyJECVoice and Customer shall be independent parties and shall discharge their contractual obligations at their own risk subject to the terms of this Agreement.

l. Third Party Services. MyJECVoice may use or rely on one or more licensors, service providers, and/or equipment providers or equipment lessors whose products, equipment and/or services are provided in conjunction with, or incorporated into, the Services and/or MyJECVoice Equipment ("Third-Party Services"). Such Third Party Services may also be provided under MyJECVoice' trademarks or otherwise branded as a MyJECVoice Service. Further, Third-Party Services may be governed by separate legal terms and conditions, which may be found or identified in documentation provided to Customer, on a Sales Order, on other media delivered with the Third-Party Services and which are incorporated by reference into these Terms and shall govern the use of Third-Party Services. Customer agrees to comply with such terms and conditions of all applicable Third-Party Services and Third-Party Service Providers. Any non-compliance with terms and conditions of Third Party Service Providers shall be considered non-compliance with these Terms.

m. Waiver. The failure of either Party to enforce compliance with a provision of this Agreement shall not be construed as a general waiver of such provision or any other provision.

n. Severability. If any term, covenant or condition contained in this Agreement or any Sales Order is, to any extent, held invalid or unenforceable in any respect under the laws governing this Agreement, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

o. Governing Law. The laws of the State of Delaware will govern this Agreement, without reference to its principles of conflicts of laws. Because this agreement is a transaction in interstate commerce, the Federal Arbitration Act ("FAA"), and not state arbitration law, shall govern the interpretation and enforcement of the arbitration provision in Section 30 below.

p. Entire Agreement. This Agreement, together with the applicable Sales Order(s), supersedes any prior or contemporaneous agreements, statements, understandings, writings, commitments, or representations concerning its subject matter, as between Customer and MyJECVoice.

q. Export Controls. Customer agrees to comply fully with all relevant export laws and regulations of the United States, including the U.S. Export Administration Regulations, administered by the Department of Commerce. Customer also expressly agrees that it shall not export, directly or indirectly, re-export, divert, or transfer any portion of MyJECVoice Service, Equipment or Software to any destination, company, or person restricted or prohibited by U.S. export controls.

30. DISPUTE RESOLUTION; BINDING ARBITRATION.

a. Management Resolution. In the event either Party has a dispute or claim against the other Party (except with respect to invoice disputes (which are addressed in Section 6,) the disputing Party shall provide written notice to the other Party in accordance with

the provisions of this Agreement. The Parties agree to escalate disputes to their respective management, who will use commercially reasonable efforts to resolve the dispute by consulting with each other in good faith to reach an equitable resolution satisfactory to both parties within thirty (30) days of the receipt of notice. Neither Party shall pursue or commence proceedings regarding the dispute in any court, administrative arbitral or other adjudicative body prior to engaging in such consultations and negotiations. In the event the dispute is not resolved, and the claim falls within the dollar limit allowed by applicable state law along with any other jurisdictional requirements, either Party may seek to have that dispute resolved in small claims court in any state in which Services are provided to the Customer by MyJECVoice.

b. Binding Arbitration. If negotiations fail to resolve the dispute within thirty (30) calendar days, and/or small claims court is not a valid option due to the size or nature of the claim, all disputed claims (except for claims relating to intellectual property rights, indemnity, or confidentiality obligations, fraudulent or unauthorized use, theft, or piracy of service, or matters relating to injunctions or other equitable relief) must be resolved by binding arbitration before a single arbitrator in accordance with the rules of the American Arbitration Association (“AAA”) then in effect. This agreement to arbitrate is intended to be given the broadest possible meaning under Applicable Laws. The initiation of an arbitration dispute shall not otherwise prevent MyJECVoice or Customer from terminating Services in accordance with the Terms.

c. Notice. A Party who intends to seek arbitration must first send to the other Party a written notice of dispute, which must describe the nature and basis of the dispute and set forth the specific relief sought. If an agreement to resolve the dispute is not reached, an arbitration proceeding may be commenced by downloading or copying a form from the AAA website (<http://www.adr.org>). The amount of any settlement offer made by Customer or MyJECVoice shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which Customer or MyJECVoice is entitled.

d. Location. All hearings conducted as part of the arbitration shall take place at a location, convenient to Customer, based upon Customer’s billing address. If Customer claim is for \$10,000 or less, Customer or MyJECVoice may request that the arbitration be conducted solely on the basis of documents submitted to the arbitrator or through a telephonic hearing. If either party objects, then the arbitrator shall proceed to an in-person hearing as established by the AAA Rules. If Customer claim is in excess of \$10,000, the right to a hearing will be determined by the AAA rules.

e. Costs. Each Party will be responsible for its own costs incurred in the arbitration, including arbitration filing fees and attorneys’ or expert witness fees. The arbitrator’s costs and expenses shall be shared equally between the Parties. If a Party elects to appeal an award, the prevailing Party in the appeal shall be entitled to recover all reasonable attorneys’ fees incurred in that appeal.

f. Waiver of Jury Trial. Customer and MyJECVoice agree that, by entering into this agreement, Customer and MyJECVoice are waiving the right to a trial by jury. Customer

and MyJECVoice agree that the arbitrator may award relief only in favor of the individual Party seeking relief and only to the extent necessary to provide relief warranted by that Party's individual claim. The arbitrator may not award special, indirect, punitive, incidental or consequential damages. CUSTOMER AND MYJECVOICE AGREE THAT CUSTOMER MAY BRING CLAIMS AGAINST MYJECVOICE ONLY IN CUSTOMER'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING AND THAT CUSTOMER EXPRESSLY WAIVES ITS RIGHT TO BRING A CLASS ACTION SUIT. Customer and MyJECVoice agree that the arbitrator may not consolidate more than one person's or entity's claims, and may not otherwise preside over any form of a representative or class proceeding.