



BCM ONE UCaaS E-911 AND SERVICE ADDENDUM

The parties acknowledge and agree that all Services provided pursuant to this Service Addendum will be provided by BCM One, Inc. ("BCM One") to Client pursuant to the terms of the Agreement. The parties agree that solely with respect to the BCM One UCaaS Services (hereafter "UCaaS Services" or "Services") the following terms shall supplement the terms set forth elsewhere in the Agreement and in the event of a conflict with such terms, these UCaaS Service terms shall govern with respect to the UCaaS Services. Unless otherwise specified herein, all capitalized terms shall have the same meaning as defined in the Agreement.

UNLIMITED VOICE SERVICES. BCM One reserves the right to periodically review usage levels of unlimited minute service plans to ensure that Client is not abusing such plan and/or using such service in violation of BCM One's Acceptable Use Policy. If such an abuse or violation is discovered, BCM One may terminate or adjust the plan as appropriate. Client agrees to use the unlimited minute service plans for traditional voice or fax calls of a duration comparable to that of the average small business clients presently utilizing BCM One's UCaaS Service and will not employ methods, devices or procedures to take advantage of unlimited plans by using the voice or fax services excessively or for means not intended by BCM One. Excessive use is defined by BCM One as use that substantially exceeds the average call volume or duration used by all other BCM One unlimited plan clients, and attempting to originate or terminate multiple concurrent phone calls through any single line of service. The following types of services are specifically prohibited and may not be accessed through BCM One's unlimited voice service plan: monitoring services, transmission of broadcasts or transmission of recorded material. BCM One may terminate Client's service or change Client's service plan if, in its sole discretion, BCM One determines that Client's use of the unlimited plan violates this prohibition, is otherwise "unreasonable" or results in abuse of the unlimited minute service plan.

BCM One shall consider Client's use of this Service to be "unreasonable" and therefore subject to immediate termination if Client:

1. re-sells, re-brands, re-supplies, re-markets or commercially exploits BCM One's Unlimited Service, without our written consent, in order to aggregate traffic from more than one client over an "unlimited" line;
2. sets up routing functionality such that only outbound long-distance traffic is sent over the unlimited service; or
3. engages in any other conduct which is fraudulent, illegal, harassing or results in significant network congestion, or degradation.

BCM One shall consider Client's use of our UCaaS Service to be "abusive" and subject to immediate termination or adjustment if Client utilizes:

1. autodialing, predictive-dialing, or robo-dialing;
2. continuous, repetitive or extensive call forwarding;
3. harassing, threatening or abusive calls;
4. unsolicited calls if such unsolicited activities could reasonably be expected to, or actually do in fact, provoke complaints;
5. false information for Client or any users of the UCaaS Service;
6. continuous or extensive chat line or conference call participation;
7. free conference calling or similar services that participate in traffic simulation practices or schemes that result in excessive charges;
8. repetitive and/or continuous messaging or calling to the same destination number if such activity could reasonably be expected to, or in fact actually does, provoke complaints;
9. long duration calls (defined as calls to the same number in excess of four (4) hours (continuous or cumulative) within a twenty-four (24) hour period) and/or calls placed to specific numbers/destinations for the purpose of generating charges or fees for or with a third party;
10. calls that do not consist of uninterrupted live human voice dialog by and between natural human beings;
11. continuous call session connectivity;
12. fax broadcasting;
13. fax blasting;
14. telemarketing; or
15. any other activity that would be inconsistent with reasonable business use patterns, which cause network congestion or jeopardizes the integrity of BCM One's network.

911 / E911 DIALING SERVICE GUIDELINES

Client understands that the UCaaS Service does not support traditional 911 or E911 access to emergency services in all locations. Instead, we offer a feature known as "911 Dialing" which is a limited emergency calling service available on most Devices. *The 911 Dialing feature cannot be used in conjunction with the BCM One Soft Phone or Virtual Numbers you ordered.* 911 Dialing is not automatic; Client must take affirmative steps, as described below, to register the address where you will use the UCaaS Service in order to activate 911 Dialing. In addition, the 911 Dialing feature must be activated for each UCaaS phone number that you obtain. As indicated below, the 911 Dialing feature of the UCaaS Service differs from traditional 911 or E911. Client understands that it must inform all persons who are located where the UCaaS Service is utilized of (i) the non-availability of traditional 911 or E911, and (ii) the important differences in and limitations of the UCaaS 911 Dialing feature as compared with traditional 911 or E911 dialing. The documentation that accompanies each Device that you purchased from us or any third party should include a sticker concerning the potential non-availability of traditional 911 or E911 dialing (the "911 Sticker"). Client is solely responsible for placing this 911 Sticker on each Device that you purchased. If you did not receive a 911 Sticker with your Device, or you require additional 911 Stickers, please contact BCM One Client Services.

Registration of Physical Location Required. Immediately upon receipt of the telephone and activation of UCaaS Service, Client must register the physical location and corresponding telephone number of each of its UCaaS telephones with BCM One. The physical location of any Device must be reregistered if moved or else any call made using the 911 Dialing feature may be sent to an emergency center near Client's originally registered address. Client may register a new location by following the instructions from the "911" registration link on your BCM One (UCaaS) web account dashboard features page. Note that you may only register one location at a time for each phone line you use with the 911 Dialing Feature.

Confirmation of Activation Required. The 911 Dialing feature will not be activated, until you receive an email from BCM One confirming that the 911 Dialing feature has been activated for that phone line.

Notification of an Emergency to Emergency Personnel. BCM One utilizes a third party who will use the address of Client's registered location to determine the nearest emergency response center and then forward Client's call to a general number at that center. Since the operators at the emergency response centers may not have Client address and telephone numbers, Clients must be prepared to provide the operator with this information in order to obtain help. In addition, some local emergency response centers may not have their general numbers answered by live operators twenty-four (24) hours each day. If BCM One is advised of this, Client's call will be sent to a national emergency calling center and a trained agent will contact an emergency center near you to dispatch help. In order to effectuate this, Client must and hereby authorizes BCM One to disclose its name and address to third-party service providers, including, without limitation, call routers, call centers and public service answering points, for the purpose of dispatching emergency services personnel to Client's registered location.

SERVICE OUTAGES

Service Outages Due to Power Failure or Disruption. 911 Dialing does not function in the event of a power failure or disruption. If there is an interruption in Client's power supply, the UCaaS Service, including 911 Dialing, will not function until power is restored. Following a power failure or disruption, Client may need to reset or reconfigure the Device prior to utilizing the UCaaS Service, including 911 Dialing.

Service Outages Due to Internet Outage or Suspension or Termination of Broadband Service or ISP Service. Service outages, suspensions, or terminations of service by Client's broadband provider or ISP will prevent all Services, including 911 Dialing, from functioning.

Service Outage Due to Suspension or Termination of Client's UCaaS Account. If Client's UCaaS Account is suspended or terminated for any reason, all Services, including 911 Dialing, will not operate.

Service Outages Due to ISP or Broadband Service Provider Blocking of Ports or Other Acts.

Client's ISP, Broadband or other third-party provider may intentionally or inadvertently block the ports over which the UCaaS Service is provided or otherwise impede the usage of the UCaaS Service. Upon notification, BCM One will work with Client to resolve the issue. Until the blocking or impediment is removed or the blocking or impediment is otherwise resolved, Client's UCaaS Service, including its 911 Dialing feature, may not function. Client hereby acknowledges that BCM One is not responsible for the blocking of ports by Client's ISP, broadband service provider, or any other impediment to Client's usage of the UCaaS Service, and any loss of service, including 911 Dialing that may result. Client also understands that even if it loses service as a result of blocking of ports or any other impediment to its usage of the UCaaS Service, Client will continue to be responsible for payment to BCM One for its UCaaS Service charges.

Other Service Outages. All Service outages, for any reason whatsoever including but not limited to those described herein, will prevent all Service, including 911 Dialing, from functioning.

Re-Activation Required if You Change Your Number or Add or Port New Numbers. 911 Dialing will not function for any changed phone numbers or if any telephone numbers are added or ported to Client's account, unless and until Client successfully registers its location of use for each changed, newly added or newly ported phone number.

Network Congestion; Reduced Speed for Routing or Answering 911 Dialing Calls. Client understands that there is a greater possibility of network congestion and/or reduced speed in the routing of a 911 Dialing call utilizing the UCaaS Service as compared to traditional 911 dialing over traditional public telephone networks.

Possible Lack of Automatic Number Identification. It may or may not be possible for the local emergency personnel to automatically obtain Client's phone number when using the 911 Dialing Service. The UCaaS system is configured to send the automatic number identification information; however, one or more telephone companies, not BCM One, route 911 calls under this UCaaS Service, to emergency response centers and the center to which the call is routed, may not have the capability to receive and pass on that information. As a result, the operator who answers Client's 911 call may not be able to automatically obtain Client's phone number and call Client back if the call is not completed, forwarded, dropped or disconnected, if the person providing the information to the operator is unable to speak and/or provide the operator its phone number, or if the UCaaS Service is not operational for any reason.

No Automated Location Identification. In most service areas, it is not possible to transmit the address that Client registered for 911 Dialing to the local emergency response center. On each call, Client must state the nature of its emergency promptly and clearly, including Client's exact location (and possibly telephone number), as the operator will not have this information. Client may not be able to be located by emergency personnel if the call is not completed, forwarded, dropped or disconnected, if the person providing the information to the operator is unable to speak to identify its location, or if the UCaaS Service is not operational for any reason.

Disclaimer of Liability and Indemnification. BCM One does not have any control over whether, or the manner in which, calls using the 911 Dialing service are answered or addressed by any local emergency response center. BCM One relies on third parties to assist us in routing 911 Dialing calls to both local emergency response centers and the national emergency calling center. As a result and in addition to any other disclaimer contained in the Agreement, BCM One disclaims all responsibility for the conduct of local emergency response centers and the national emergency calling center, as well as any and all liability or responsibility in the event such third party data used to route calls is incorrect or yields an erroneous result. Thus, in addition to any other indemnification obligations between Client and BCM One, Client agrees to indemnify, defend, and hold harmless BCM One, its officers, directors, employees, affiliates, direct and indirect subsidiaries, agents, personnel (collectively "BCM One et al."), and any other service provider who furnishes services to Client in connection with the UCaaS Service from and against any and all claims, damages, fines, penalties, loss, and any other liabilities, including but not limited to attorney's fees and court costs arising from or relating to the UCaaS 911 Dialing service, the inaccuracy of any Client information or the inadequacy of any procedure, including but not limited to the delay or inadequacy of any emergency response or lack of emergency response to the appropriate location. Further, in addition to any other indemnification obligations between Client and BCM One Client agrees to indemnify, defend and hold harmless BCM One et al., from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorney's fees and court costs) by, or on behalf of, Client or any third party relating to the absence, failure or outage of the UCaaS Service, including 911 Dialing, incorrectly routed 911 Dialing calls, and/or the inability of any user of the UCaaS Service to be able to use 911 Dialing or access emergency service personnel. BCM One et. al. shall not be liable for civil damages to any person, corporation or other entity for any loss or damage caused by any act or omission in the design, development, installation, maintenance, non-connectivity, or provision of 911 Services. The foregoing limitations shall not apply if any such claim or cause of action arises from BCM One's gross negligence, or willful misconduct.

Alternate 911 Arrangements. If Client is not comfortable with the limitations of the 911 Dialing service, Client should consider having alternate means of accessing traditional 911 services.

TELEPHONY HARDWARE.

Telephony rentals and new hardware (“Telephony Hardware” or “Device(s)”) are pre-configured by BCM One. Client may not change the electronic serial number or equipment identifier on any Device or perform a factory reset on any Device. Client understands and accepts that Client may not make its own changes to these Devices while using the Service. Client made configuration changes can cause the Service to become disabled. Client will be charged a professional service fee by BCM One for reconfiguring Devices that have been tampered with.

Any Telephony Hardware purchased through BCM One is the property of Client. There is a limited one (1) year warranty on all Telephony Hardware. Damage caused to any Device outside of manufactures defect is the responsibility of Client. This includes, but may not be limited to power surges, theft, water damage or damage due to improperly securing Devices.

BCM One does not provide any warranties for previously purchased Devices from other sources beyond BCM One that have been reprovisioned on the Service. There are many variables such as Device firmware versions that are introduced with Telephony Hardware that is not provided from BCM One.

Upon request BCM One may provide a list of Device manufactures and models that can be reprovisioned on BCM One UCaaS platform. It is Client’s responsibility to ensure any reprovisioned Devices are set to the correct firmware BCM One supports. Non-compliant firmware can affect the user’s experience which may not be correctable by BCM One technical support. BCM One may charge a fee for existing Devices that are reprovisioned to BCM One UCaaS Service unless otherwise noted in the Agreement.

Additional Terms. Client acknowledges that in the event that it is not utilizing BCM One managed internet services for these UCaaS Services, the UCaaS Services will be provided without a binding Service Level Agreement, which means there is no mean time to repair (“MTTR”). Accordingly, if Client has a service issue, including but not limited to a service issue caused by a Client network outage, Client provided equipment (“CPE”), Client network configurations and/or Client provided internet services that may cause degradation to the UCaaS Service, BCM One will not issue credits to Client for its downtime or degradation of services. Moreover, Client shall ensure that the UCaaS Service will not be used for the transmission or receipt of data, including but not limited to faxes, point of sale terminals, credit card authorization terminals or alarm lines. Alarm lines are not supported by the UCaaS Service due to the method by which alarm lines signal the central monitoring station (e.g., no error correction, no facilities for jitter and/or delay, and the like.)